
AGENDA
CUMBERLAND COUNTY BOARD OF COMMISSIONERS
REGULAR AGENDA SESSION
JUDGE E. MAURICE BRASWELL
CUMBERLAND COUNTY COURTHOUSE- ROOM 564
NOVEMBER 9, 2023
1:00 PM

INVOCATION- Commissioner Marshall Faircloth

PLEDGE OF ALLEGIANCE

1. APPROVAL OF AGENDA
2. PRESENTATIONS
 - A. International Farmers Market
 - B. Current Broadband Programs by N.C. Department of Information Technology
3. CONSIDERATION OF AGENDA ITEMS
 - A. Fayetteville-Cumberland Parks & Recreation FY 2024 District Capital Park Improvement Project Requests
 - B. Request to Add RSV (Respiratory Syncytial Virus) Vaccine to the Fee Schedule and Establish a fee for the Covid Vaccine and Covid Administration
 - C. Contract for Health Care Delivery Services at the Detention Center and Associated Budget Ordinance Amendment B#241019
 - D. Medicaid Expansion Local Plan
 - E. Application and Enforcement of County's Abandoned, Nuisance and Junked Motor Vehicles Ordinance in Municipalities
 - F. Application and Enforcement of County's Minimum Housing and Nonresidential Building Code in Municipalities
 - G. Zoning Ordinance Amendment to Regulate the Location of Businesses Selling Tobacco and Hemp Products As Their Principal Sales
4. OTHER ITEMS
5. MONTHLY REPORTS
 - A. Financial Report
 - B. ARPA Quarterly Project and Expenditure Report as of September 30, 2023
 - C. Health Insurance Update
 - D. Project Updates
6. CLOSED SESSION: If Needed

ADJOURN

AGENDA SESSION MEETINGS:

December 14, 2023 (Thursday) 1:00 PM

WATCH THE MEETING LIVE

THIS MEETING WILL BE STREAMED LIVE THROUGH THE COUNTY'S WEBSITE, www.cumberlandcountync.gov. LOOK FOR THE LINK AT THE TOP OF THE HOMEPAGE.

THE MEETING WILL ALSO BE BROADCAST LIVE ON CCNC-TV SPECTRUM CHANNEL 5



OFFICE OF THE COUNTY MANAGER

**MEMORANDUM FOR THE AGENDA OF THE NOVEMBER 9, 2023
AGENDA SESSION**

TO: BOARD OF COUNTY COMMISSIONERS

FROM: COMMISSIONER JIMMY KEEFE

DATE: 11/2/2023

SUBJECT: INTERNATIONAL FARMERS MARKET

Requested by: COMMISSIONER JIMMY KEEFE

Presenter(s): COMMISSIONER JIMMY KEEFE

BACKGROUND

Commissioner Jimmy Keefe will give a presentation on International Farmers Market.

RECOMMENDATION / PROPOSED ACTION

For information purposes.



**ASSISTANT COUNTY MANAGER STRATEGIC MANAGEMENT/ GOVERNMENTAL
AFFAIRS**

**MEMORANDUM FOR THE AGENDA OF THE NOVEMBER 9, 2023
AGENDA SESSION**

TO: BOARD OF COUNTY COMMISSIONERS

FROM: SALLY SHUTT, ASSISTANT COUNTY MANAGER

DATE: 11/2/2023

**SUBJECT: CURRENT BROADBAND PROGRAMS BY N.C. DEPARTMENT OF
INFORMATION TECHNOLOGY**

Requested by: CLARENCE GRIER, COUNTY MANAGER

**Presenter(s): JEFF BROOKS, N.C. DEPARTMENT OF INFORMATION
TECHNOLOGY**

BACKGROUND

Jeffrey M. Brooks from the Broadband Infrastructure Office of the N.C. Department of Information Technology will provide an overview of current broadband programs, including the Completing Access to Broadband (CAB) Program. CAB provides an opportunity for counties to partner with NCDIT to fund broadband deployment projects in unserved areas of each county.

RECOMMENDATION / PROPOSED ACTION

For information purposes.

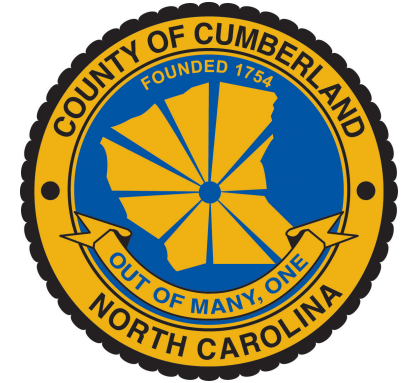
ATTACHMENTS:

Description

Broadband Programs - NCDIT

Type

Backup Material



Current Broadband Programs

Cumberland County

North Carolina Broadband Infrastructure Office
November 9, 2023



DIVISION OF BROADBAND AND DIGITAL EQUITY

It's Time to Close the Digital Divide in North Carolina

At least 1.1 million North Carolina households lack access to high-speed internet, cannot afford it or do not have the skills needed to take advantage of the digital economy. Gov. Roy Cooper has a plan to close the digital divide to achieve digital equity for all North Carolinians.



AGENDA



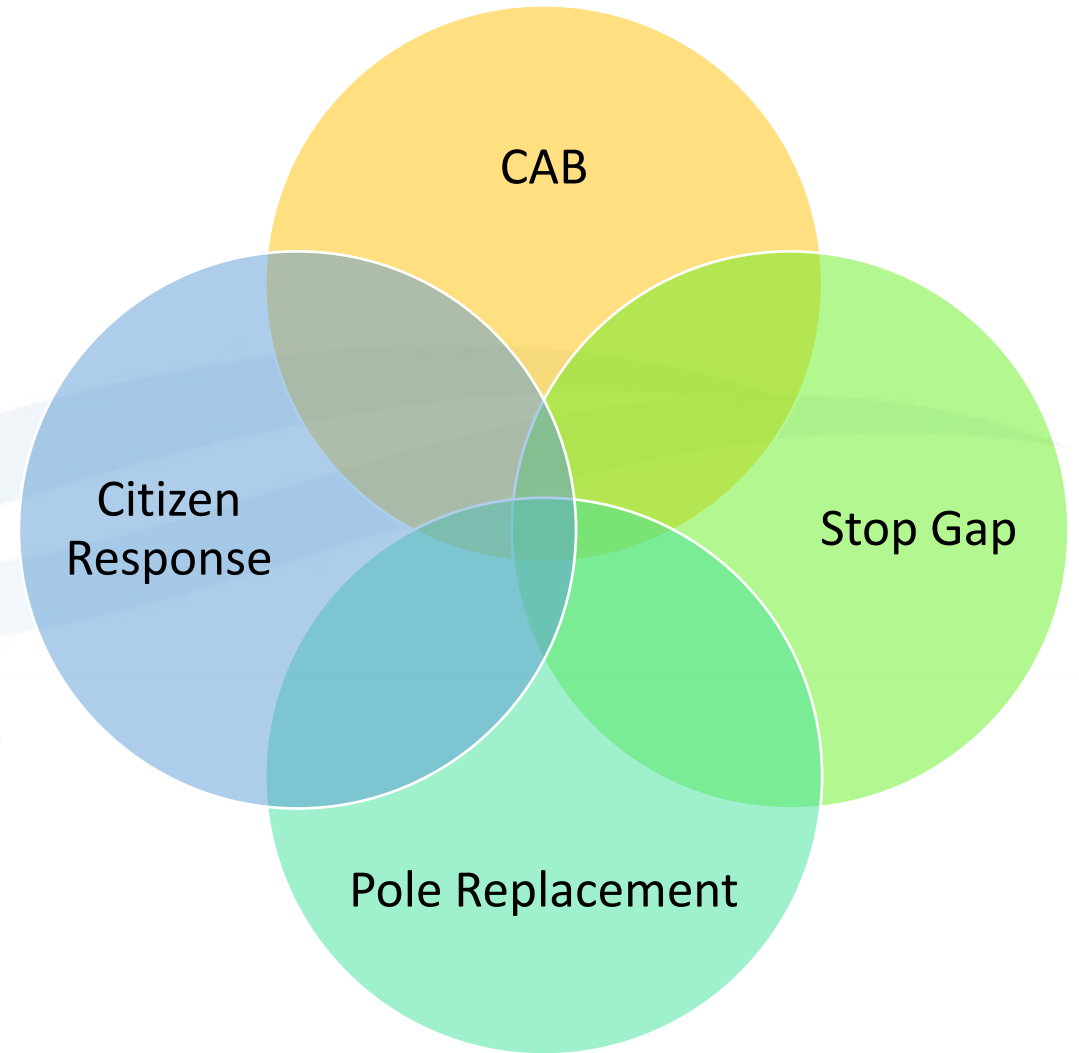
- Introduction
- Review of Cumberland County Broadband
- Digital Equity & Inclusion
- Grant Programs
- Summary
- Questions
- Contact Information



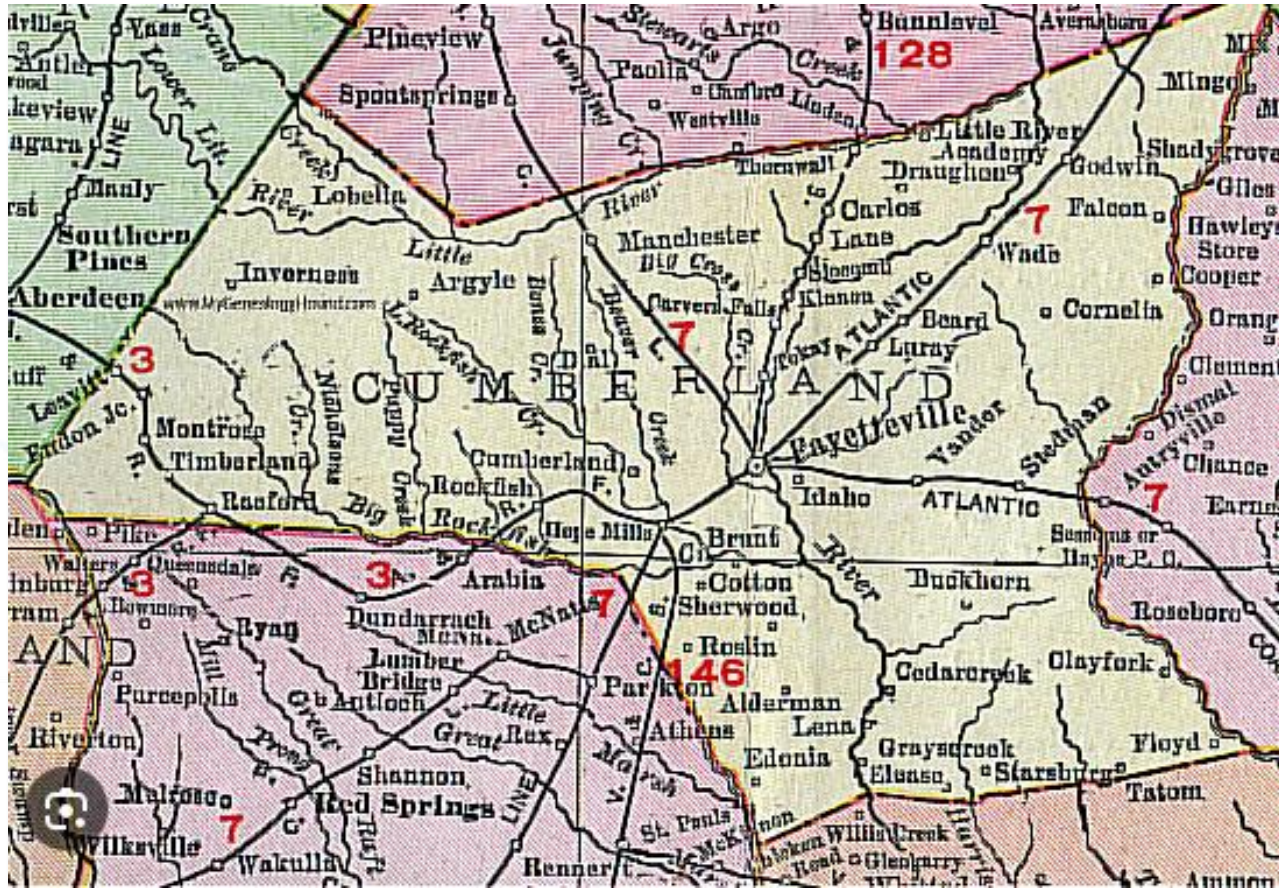
OUR ROLE



- Our team is responsible for the development and initialization of the CAB, Stop Gap and Pole Replacement programs in the North Carolina Broadband Office
- We provide support to the Legislative and Executive branches in responding to citizen and other inquiries
- We actively promote the work of the GREAT Grant and Office of Literacy & Digital Equity teams
- Our team represents a resource in North Carolina with a singular focus on direct engagement with and support of 100 counties.
- We are engaged with Councils of Government, Cooperatives, Service Providers, Manufacturers and Community Groups



WHERE WE ARE – CUMBERLAND COUNTY



© Rand McNally - 1897

COGS

- Mid-Carolina Council of Governments

Electric Utilities

- Fayetteville Public Works Commission
- Duke Progress Energy
- Lumbee River EMC
- South River EMC

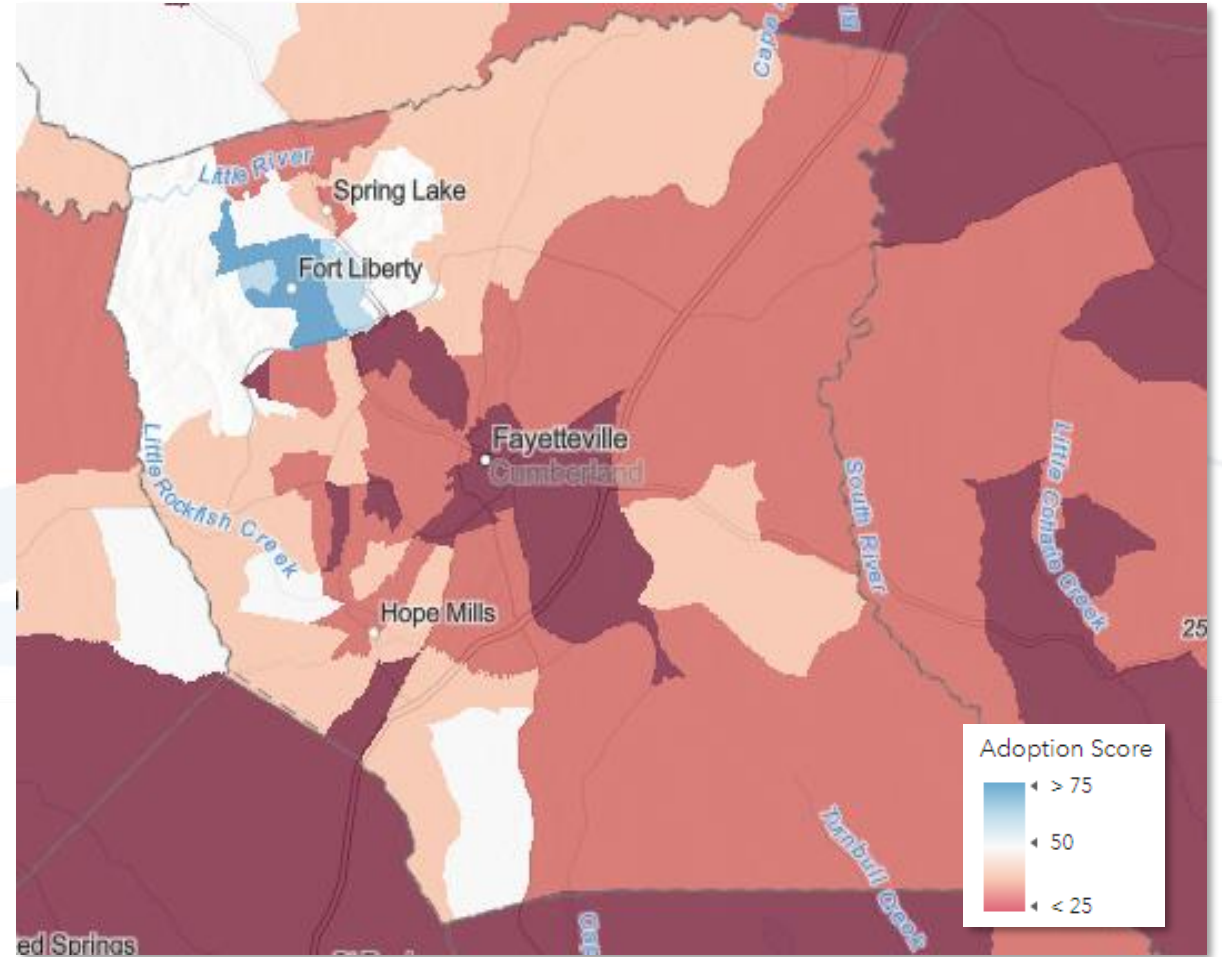
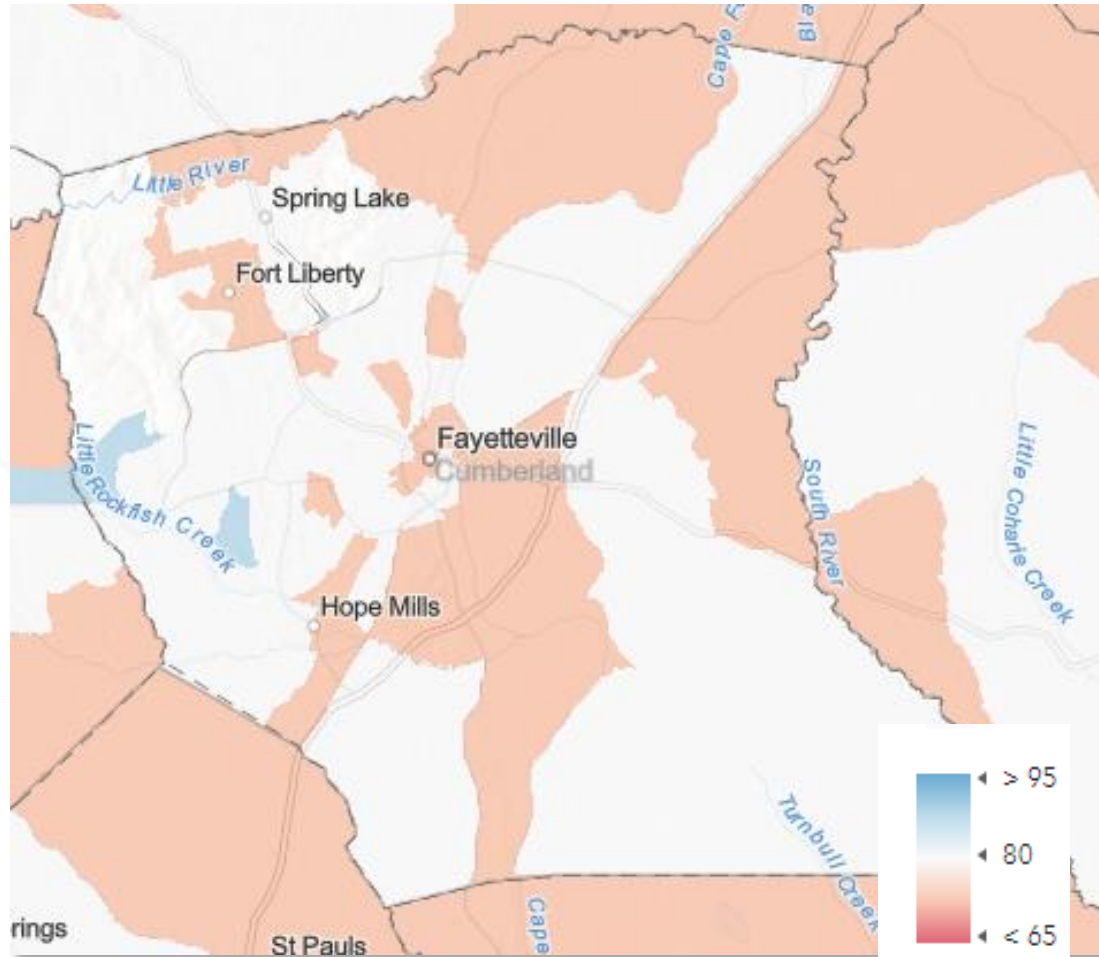
Communications

- CenturyLink / Brightspeed
- Mediacom
- AT&T
- Windstream

Last Visit

- June 29 2023 Fayetteville

REPORTED COVERAGE & ADOPTION 2021*



* NC OneMap. Winter 2020/FCC Data. Note that data normally trails by 12 months.



NCDIT – Division of Broadband & Digital Equity

NORTH CAROLINA BROADBAND OVERVIEW



- Goal of North Carolina Division of Broadband & Digital Equity is to promote the expansion of access to broadband for citizens and businesses within the State.
 - Availability & Adoption = Opportunity!
- Grant programs are appropriated by the North Carolina General Assembly with certain requirements set in State legislation.
 - Programs which utilize federal funding have additional program requirements defined by federal rules.

Many of us take for granted the basic tasks that can be performed online. Not having Internet access at home means people must travel to libraries, community centers or even fast-food restaurants to:



**Find health,
medical or
government
services info**



**Find legal or
consumer rights info**



**Look for
a job or
job training**



**Find info on
local schools**



**Purchase
products or
services**



**Do homework
online**



**Attend online
class, meeting
or webinar**

LEVERAGING OPPORTUNITY



Infrastructure (Availability)

Many North Carolina households currently do not have access to high-speed internet of 100/20+ due to lack of infrastructure.

Does infrastructure pass my home, farm, or business?



Affordability (Adoption)

Approximately 1.3 million households would have to pay more than 2% of their annual income to afford a broadband cost of \$60/month.

Can I pay the bill each month?

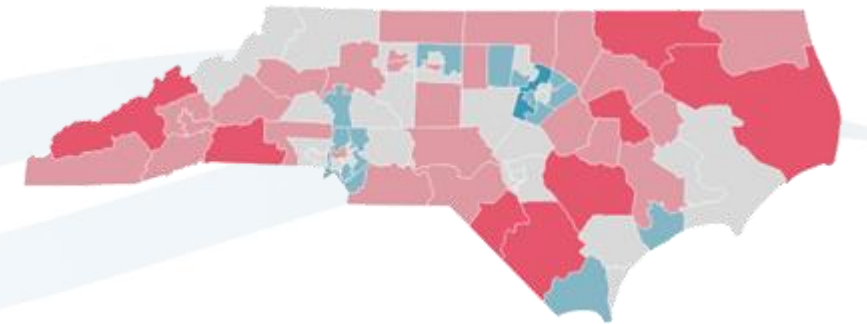


Digital Literacy and Enablement (Adoption)

More than 350,000 households are without a home laptop or desktop computer. As many as 1.2 million adults may lack the digital literacy required to take advantage of online services.

Can you use it personally for education, health care etc? Can your business use it to retain and service customers?

Percent of Households Without a High-Speed Internet Subscription (2019)¹



% of households



1. U.S. Census Bureau, 2019 American Community Survey (ACS) Microdata, for respondents who don't have an internet subscription or that only have cellular data or only have dial-up, satellite or other.



NORTH CAROLINA'S CURRENT INVESTMENT PLAN



INFRASTRUCTURE

\$971M

Ensure availability of internet service at speeds of at least 100/20 Mbps for more than 98% of North Carolina households.

\$380M

- GREAT Grant (\$350M American Rescue Plan Act; \$30 State CIF)

\$400M

- Completing Access to Broadband (CAB)

\$90M

- Stop Gap Solutions

\$100M

- Broadband Make Ready Accelerator (Pole Replacement Fund)

\$1M

- Broadband Mapping



AWARENESS AND DIGITAL LITERACY

\$50M

Improve awareness and enable all North Carolina citizens to realize the benefits of high-speed internet through digital literacy allowing access to the digital economy.



ADMINISTRATIVE

\$15M

Supplement existing North Carolina's capacity to support high-speed internet efforts.

FEDERAL "INTERNET FOR ALL" PROGRAMS



Program	Funding
FCC's Affordable Connectivity Program (ACP) <ul style="list-style-type: none">Provides \$30 per month subsidy for qualifying households; Up to \$75 subsidy for households on Tribal lands1X discount of up to \$100 for laptop, tablet or desktop (with a co-payment between \$10 and \$50)20 internet providers now offering \$30 high-speed internet monthly plan; details at getinternet.gov	\$14.2 billion
Broadband Equity, Access, and Deployment (BEAD) Program <ul style="list-style-type: none">High-cost areas (\$4.245B), Formula grants (\$37.356B)Initial minimum allocation of \$100M per state or territoryMust include affordability component; prohibits exclusion of municipal networksNorth Carolina's estimated award \$1.57B	\$42.45 billion
Enabling Middle Mile Broadband Infrastructure Program <ul style="list-style-type: none">Application opened June 21 2022Application closed Sept. 30 2022	\$1 billion
Tribal Broadband Connectivity Program	\$2 billion
State Digital Equity Planning Grant Program <ul style="list-style-type: none">Planning application or letter of intent due July 12 2022	\$60 million
State Digital Equity Capacity Grant Program	\$1.44 billion
Digital Equity Competitive Grant Program	\$1.25 billion

Digital Equity, Literacy & Inclusion in North Carolina



Date Submitted ▼	address ▼	Are there any other comments you wish to share with Scotland County regarding broadband service or Internet access? ▼
6/7/2021	28351	Consistency is what we lack now. When a storm or cloudy day comes, our service becomes spotty, and sometimes we lose it completely.
6/2/2021	28351	ESC has been fit our needs.
7/8/2021	28351	Fair and uner communicati varied opinio
6/3/2021	28352	From search f mile of the ci
6/2/2021	28363	Glad to see th get what they
7/6/2021	28352	I feel the cour
7/15/2021	28352	I know that th used to provi and therefore have the high speeds in the can't do their the same.
6/3/2021	28352	I think the pro
7/15/2021	28352	I'm an educat Internet servi

Date Submitted ▼	address ▼	Are there any other comments you wish to share with Scotland County regarding broadband service or Internet access? ▼
6/27/2021	28396	Improving broadband access is critical to our quality of life in the 21st Century. I would like to see in Scotland County a service similar to Fibrant Communications in Salisbury and Greenlight in Wilson.
6/29/2021	28351	It would be nice to have more internet options for those out of the city limits
7/13/2021	28345	Just would really wanna get some decent internet services in my area.. thank you
7/6/2021	28352	Our AT&T DSL is very poor and we cannot upgrade it. They say no space available. If we didn't have a hot spot on our phone we would be in big trouble.
6/3/2021	28352	Please provide a high speed internet in our area. ESC is the only thing available and its not good.
6/4/2021	28351	Safe, uninterrupted access to high speed internet is critical for education, information and staying connected with family and friends. Slow and unreliable internet is the antithesis to the above.
7/14/2021	28396	Seniors who can't get out much it helps them n many ways...social community, family, paying bills and keeping up with banking, shopping on line, getting it delivered..just browsing
6/4/2021	28352	Spectrum would not offer us internet service without paying them 1500 to connect. They said they didn't offer service to our area despite being so close in proximity to the Hospital. We could only find access to the internet through ESC and Hughes Net was ridiculous expensive. In the 21st century internet access is as important as water and electricity so I am hard pressed to understand why Laurinburg does not have the capacity to connect homes to a valuable service. With ESC streaming is difficult by connection speeds are slow and multiple users cannot connect at the same time. Additionally when it rains we lose service regularly. There has to be a solution for our county!
6/23/2021	28352	That it be available to everyone who want it.
7/8/2021	28352	The current internet service at our location is awful.
7/13/2021	28351	We bought our first home here in Laurel Hill about two years ago, however we regret it because of the poor Internet service that we didn't know about. My husbands in the military and the deploys often, it's hard to stay in touch with him on his deployment with little Internet service. We've been on a waitlist for two years through ESC. Because of the bad Internet service we have through Hughes net, 2020 was very hard on my children doing virtual school.

2021 Survey Lumber River COG
Broadband Assessment – total
4,907 responses across 90 days.

DEFINITIONS



- Digital Equity. "... all individuals and communities have the information technology capacity needed for full participation in our society, democracy, and economy. Digital equity is necessary for civic and cultural participation, employment, lifelong learning, and access to essential services."
- Digital Literacy. "...the ability to use information and communication technologies to find, evaluate, create, and communicate information, requiring both cognitive and technical skills."
- Digital Inclusion. "...activities necessary to ensure that all individuals and communities, including the most disadvantaged, have access to and use of Information and Communication Technologies (ICTs)."



- Local focus
 - ODEL team works with counties, municipalities, school districts, service providers and community groups.
- ODEL solicits information regarding programs, ideas and outreach activities that are proven to work.
- ODEL shares feedback from multiple locations and projects to help NC communities create viable legacy programs to support access to broadband.
- One key component is to ensure all eligible citizens are informed about the FCC's Affordable Connectivity Program.



STATE DIGITAL EQUITY PLANNING GRANT PROGRAM



- The ODEL supports the creation of community-centric solutions and provides resources to local organizations to help scale digital literacy programs
- **New ODEL Grant programs open on November 8th!**
- Projects aim to help the following groups:
 - Low-income households
 - Aging populations
 - Incarcerated individuals
 - Veterans
 - Certain small businesses
 - People with disabilities
 - People with language barriers
 - Racial and ethnic minorities
 - Rural inhabitants



Infrastructure in North Carolina



NORTH CAROLINA MAJOR PROGRAMS



- GREAT Grant program
 - Total of 305 applications received totaling \$1.77B in total project costs
 - Total of 211 disputes reviewed as part of decision process
 - \$380M awarded for the 2022 - 2023 grant application cycle
 - Additional 25 GREAT applications processed for the CAB > GREAT program.



GREAT GRANT APPLICATIONS & AWARD



Cumberland County	Brightspeed	Spectrum	GREAT GRANT AWARD Brightspeed
Project Cost	\$8,190,099	\$8,109,185	\$3,786,499 [Grant \$3,218,524]
Locations Passed	2017	1922	746 / 12
Cost Per Location	\$4061	\$4219	\$4,246
Topology	FTTH	FTTH	FTTH



A close-up photograph of a computer keyboard. The central focus is a purple key with the word "Infrastructure" printed on it in white. Surrounding this key are several other grey keys, including one with a double quote symbol and another with a single quote symbol. The background is a light, neutral color.

CAB, Stop Gap & Pole Replacement

CAB PROJECT FUNDING & ELIGIBILITY



- **County Eligibility:** A county is considered ineligible to participate in either the North Carolina GREAT or CAB programs:
 - If a county has entered into a contract with an ISP on or after May 1 2021, and
 - has used federal funds for a broadband infrastructure project unsupported by a State program
- CAB Components
 - Prequalification Process
 - Mapping Requirements
 - Financial Requirements



CAB PROJECT | BROADBAND SURVEY

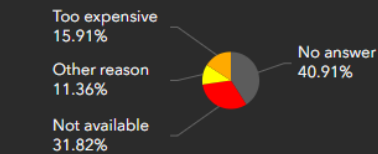


NC Broadband Survey Points (General, Phone, & Farm)

- No Internet
- Under 25/3
- Over 25/3
- Other

NC Counties

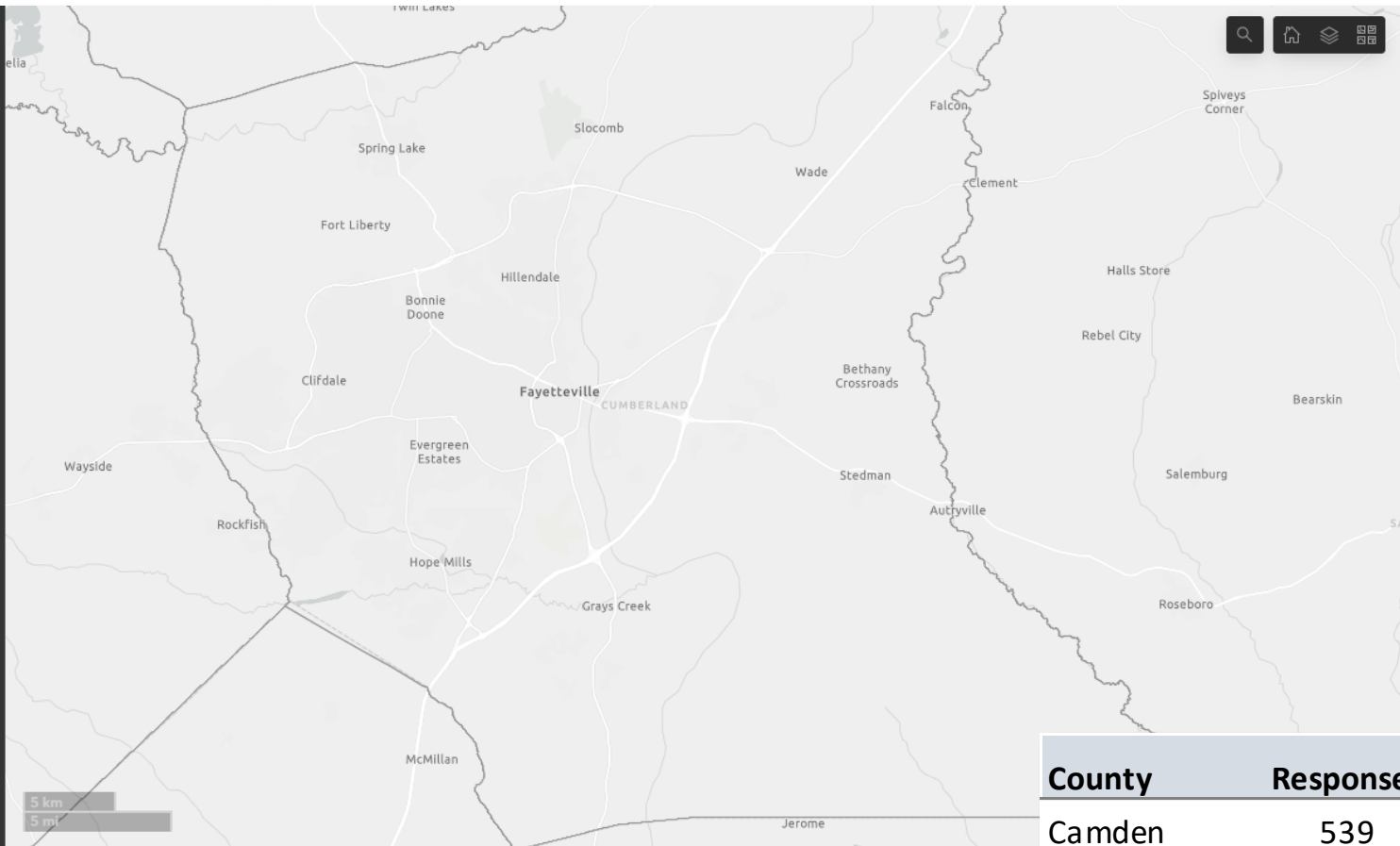
Primary Reason for No Internet



(Click slices to filter map survey points.)

Number with Speeds Under 25/3

118
out of 234 Surveys with Speed Test Results



Esri, HERE, Garmin, SafeGraph, METI/NASA, USGS, EPA, NPS, USDA | North Carolina Geodetic Survey, North Carolina Department of Transportation

About: The NC OneMap dashboards provide location-based information on broadband availability, as collected from citizens. This Survey data consists of surveys: 1) General Survey, 2) Farm Survey, and 3) Phone-based Internet Reporting Tool. The dashboards are updated daily with new data gathered from these surveys. The dashboards were created in collaboration with Broadband Infrastructure Office, the NC Center for Geographic Information and Analysis (CGIA), and the NC Department of Information Technology.

Total Survey Responses (General, Farm, & Phone)

348

Number without Internet (excluding cellular and satellite)

46
out of 348

Wireline % Access: Internet

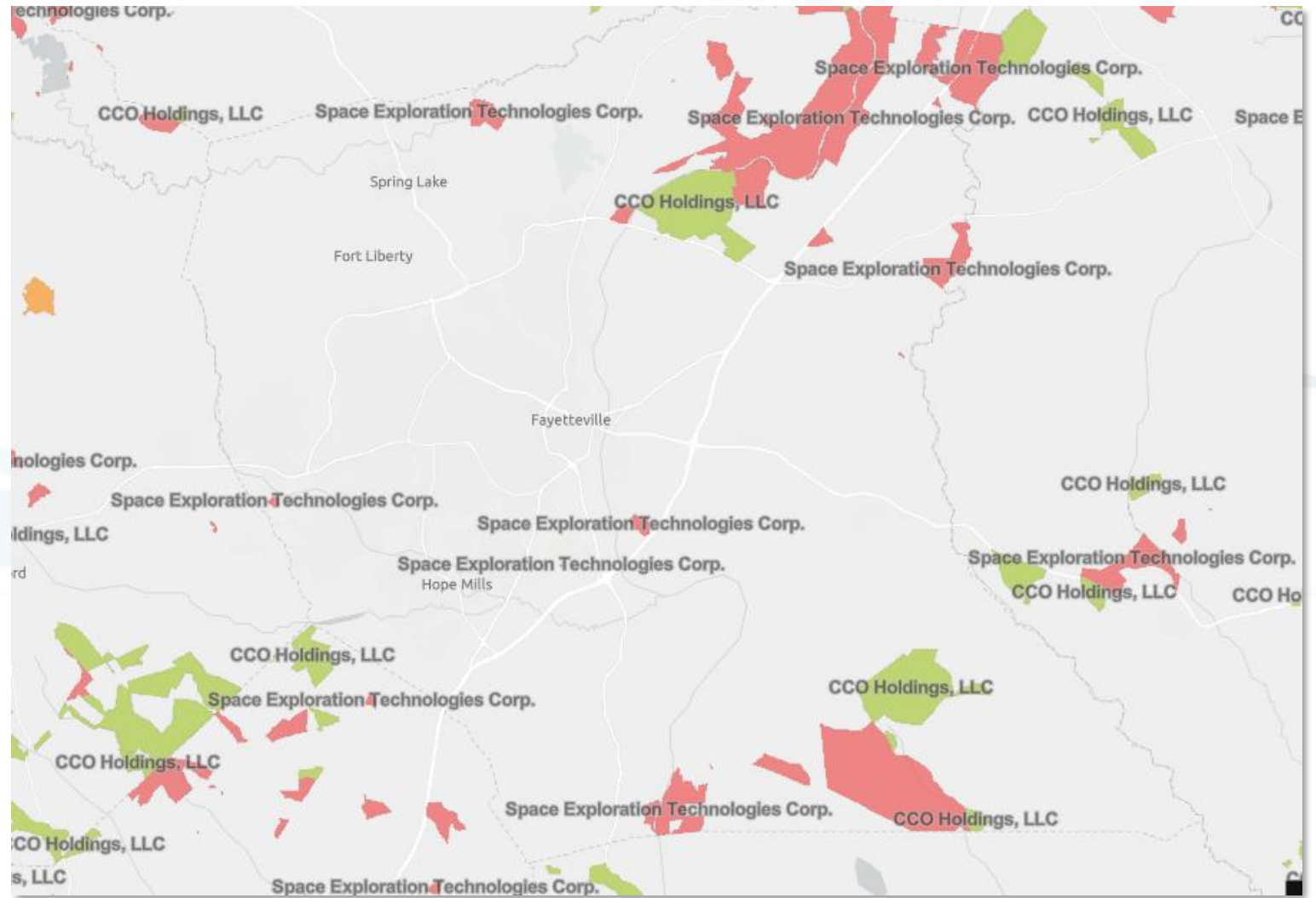
Number Without Access to Cellular Service

County	Responses	Population	Rate
Camden	539	10,335	5.2%
Currituck	518	28,100	1.8%
Perquimans	258	13,005	2.0%

CAB PROJECT | RDOF AWARDS



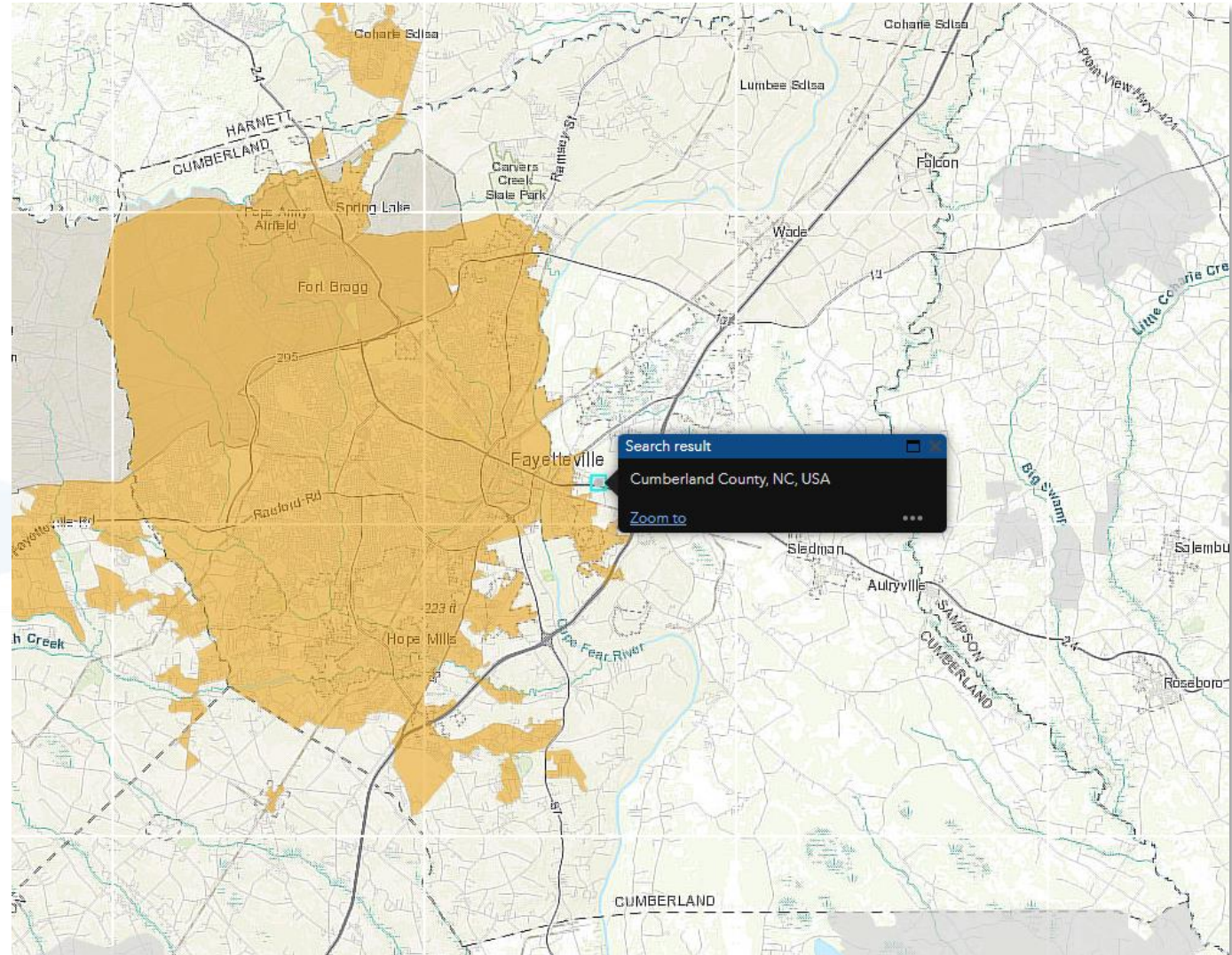
- **FCC RDOF Program.** FCC Regional Digital Opportunity Fund program awarding \$20B in funding across US.
- Reverse auction.
- Construction required to be 100% complete within 6 years of contract execution.
- Subsidy paid out over 10 years.



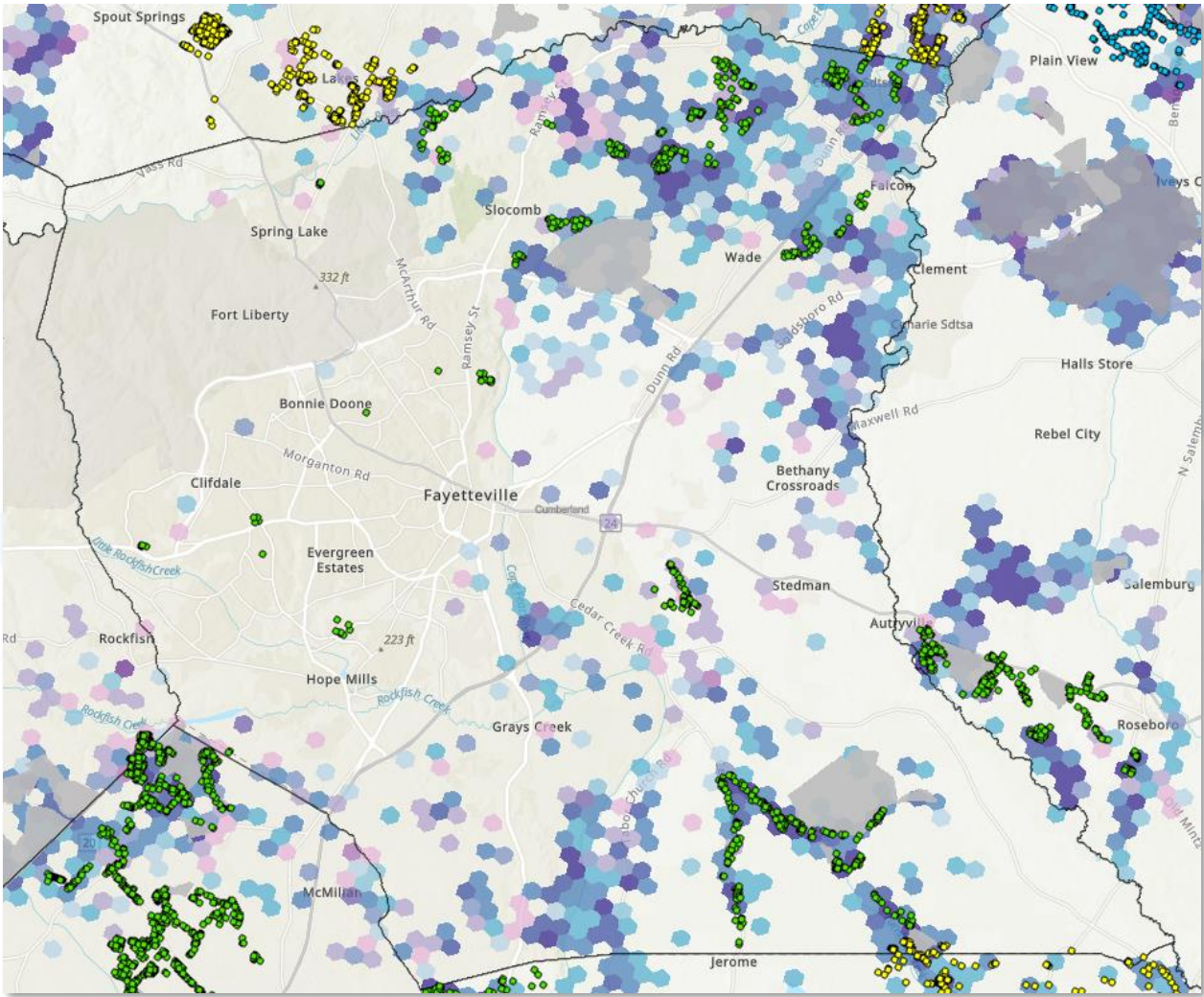
CAB PROJECT | RECONNECT AWARDS



- **USDA ReConnect Program.**
In existence since 2020, has awarded almost \$5B in grants and loans across the United States.
- Generally requires 25% match.
- Loan (at 2% interest) with a maximum of \$25M available.
- Grant with a maximum of \$25M available.



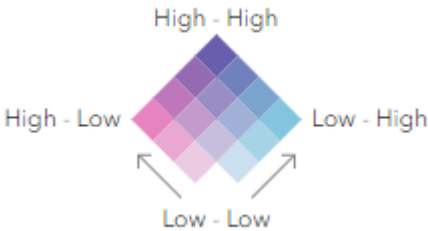
CAB PROJECT | CAB PLANNING TOOL



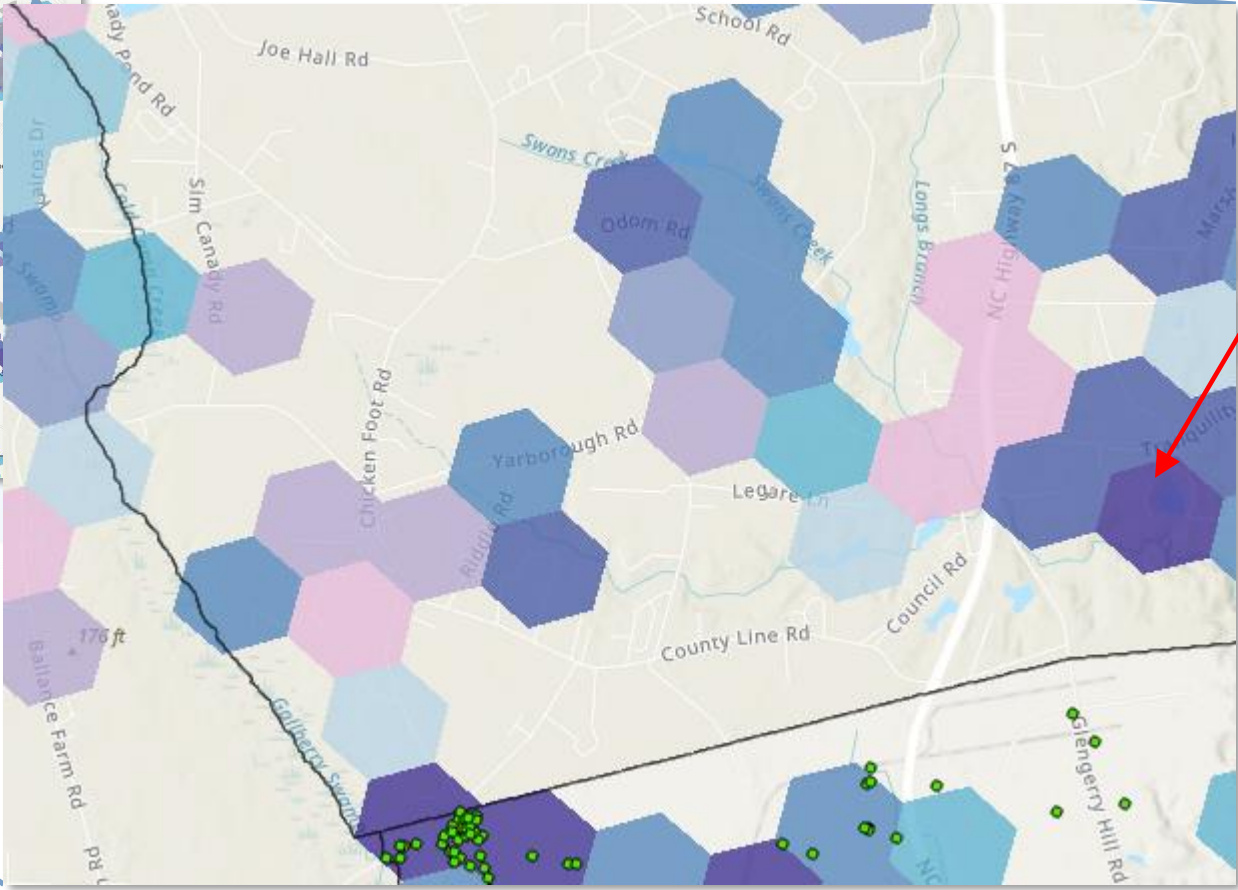
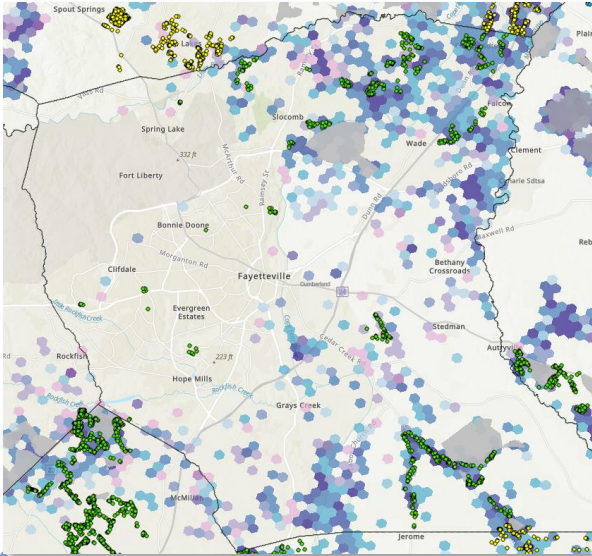
NC Broadband Grant Addresses

Funding Program - Contract Status

- GREAT - Contracted Project
- GREAT - Contingent Project
- CAB - Contingent Project



CAB PROJECT FUNDING & ELIGIBILITY

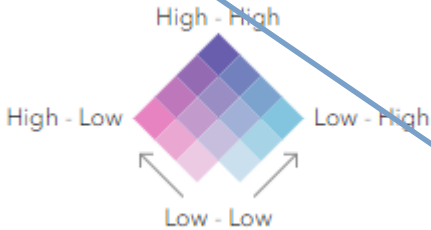


Hexbin ID: 882ad62dc1ffff

Zoom to Pan

Total Unserved Locations: 18 out of 19

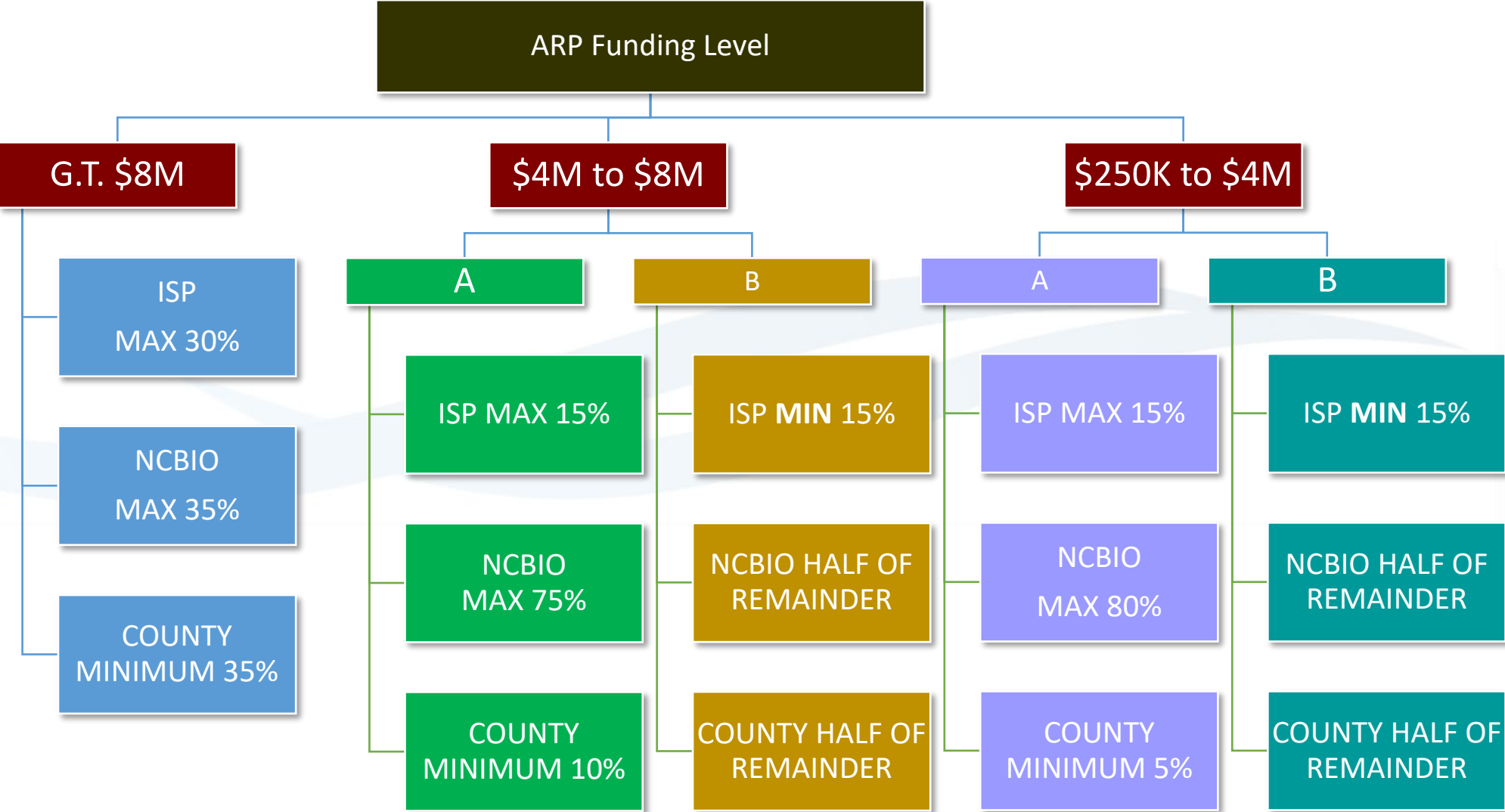
hex_id	882ad62dc1ffff
Total Broadband Serviceable Locations	19
Unserved Locations (Less Than 25/3)	18
Percent Unserved	94.74
Underserved Locations (Less Than 100/20)	1
Percent Underserved	5.26
Locations with Fiber Reported	0
Locations with Cable Reported	0
Locations with Copper Reported	19
Locations with Licensed Fixed Wireless Reported	19
Percent with Fiber Reported	0.00
Percent with Cable Reported	0.00
Percent with Copper Reported	100.00
Percent with Licensed Fixed Wireless Reported	100.00



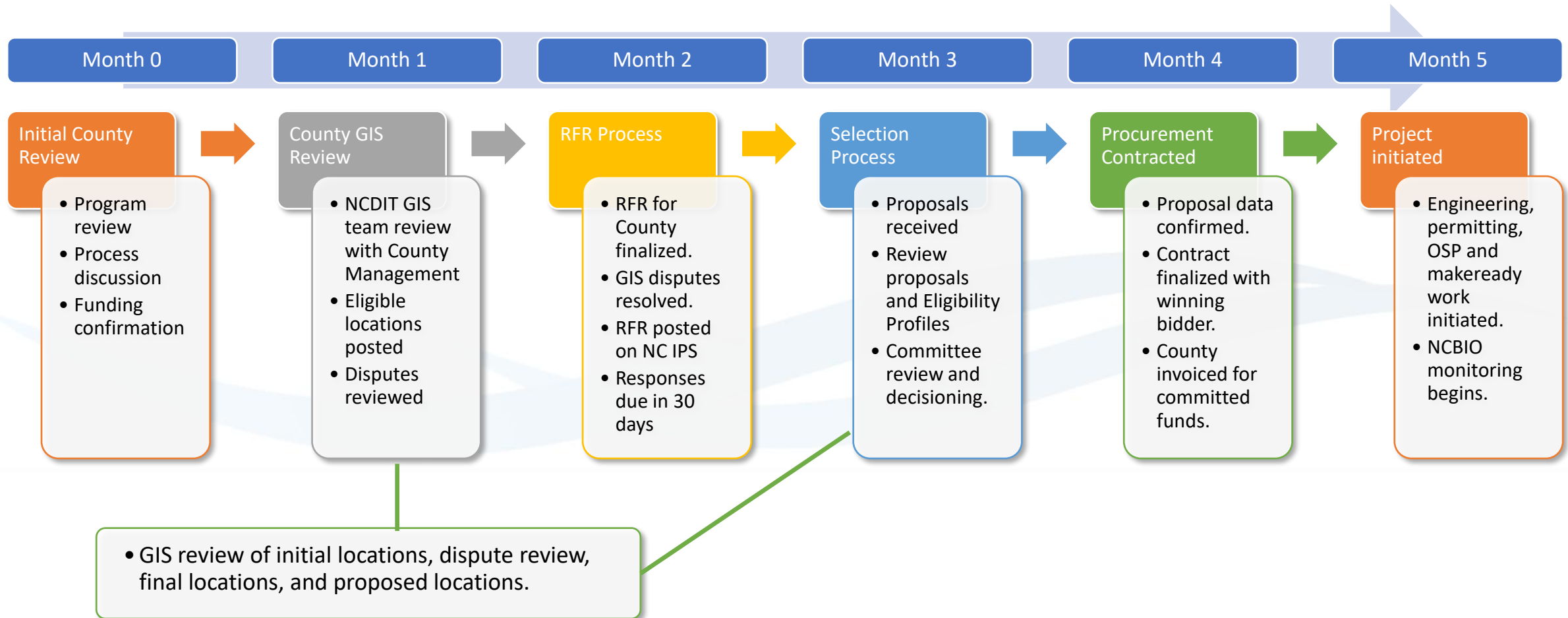
PROJECT FUNDING



- NC Maximum is \$4M per project
- County contributions can be ARP or General Fund



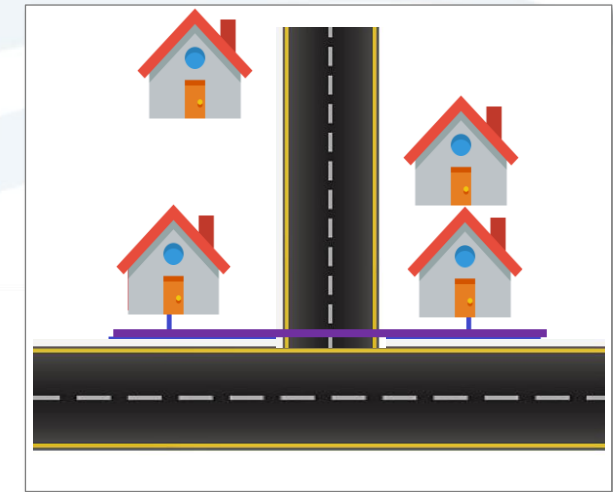
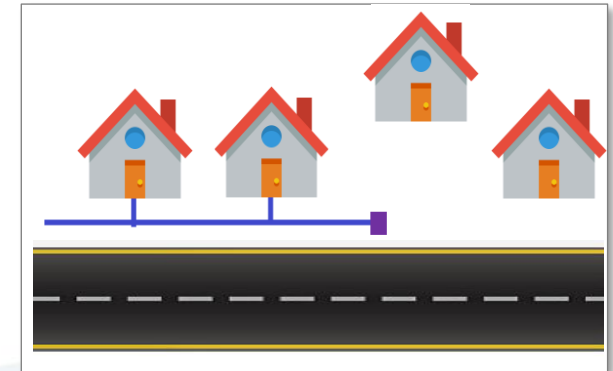
DRAFT CAB PROCESS



STOP GAP



- Scope: Stretching \$90M across NC to address certain last mile issues
- Current process:
 - Requesting county management to create a list of known problems in the county
 - Submit ideas/suggestions for the program to Infrastructure team
 - Consider Stop Gap vs. CAB vs. GREAT to maximize value of each
- Infrastructure team will coalesce and review with service and counties
 - With minimal leverage, how to maximize results!



STOPGAP
PROGRAM

POLE REPLACEMENT



- Oriented towards pole owners
- Aerial Installation
 - IOU's and cooperatives typically install 17 poles per mile
 - Telcos generally install 15 poles per mile
- Pole Issues
 - Decay / deterioration
 - Load
 - Height
 - Relocation
 - Ownership
- Generally identified during engineering, outside plant, pruning or make ready



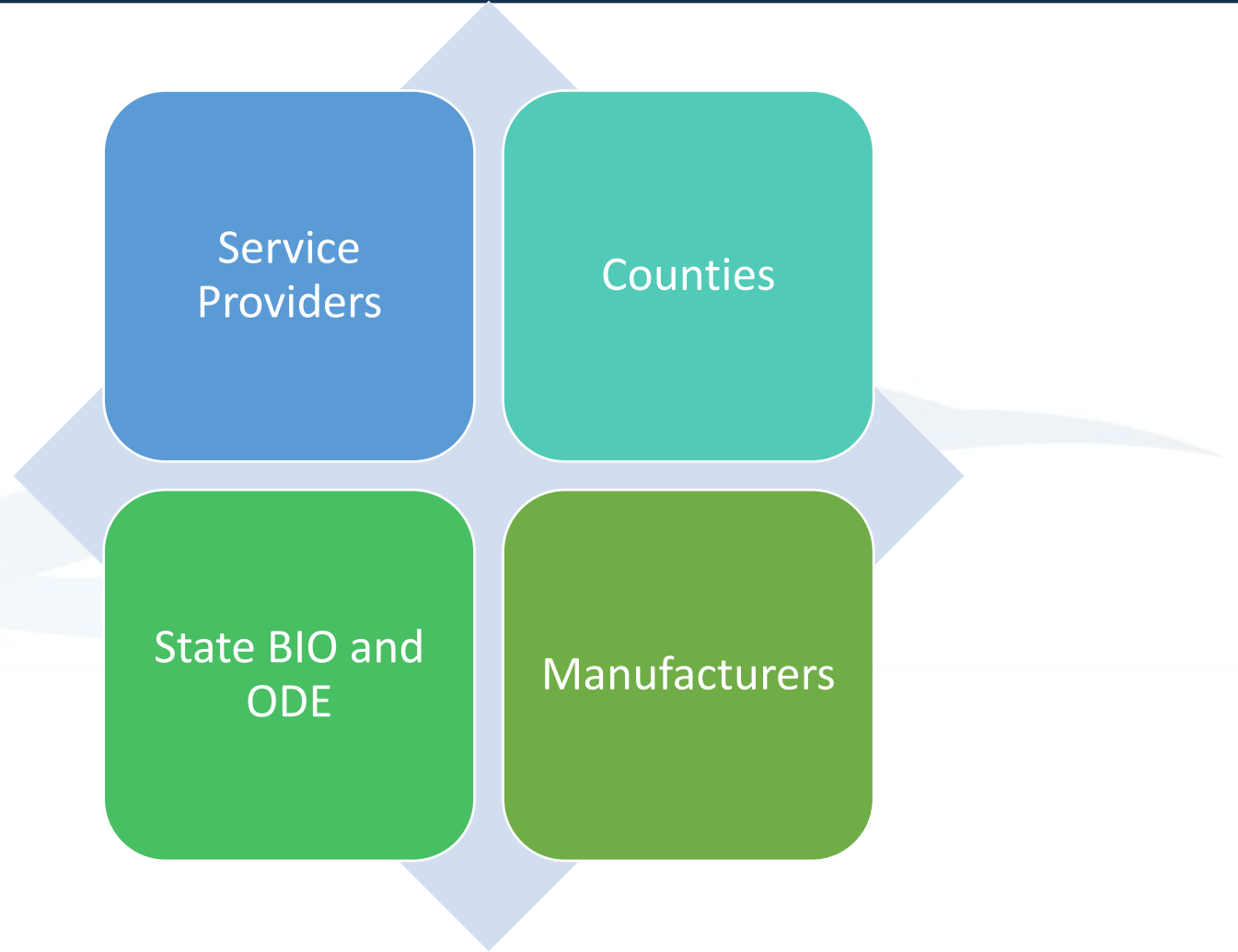
Summary





CRITICAL INTERRELATIONSHIPS

- Availability + Adoption
- Service providers are critical to the process
- Challenge: stretch funding to serve as many addresses as possible
- Challenge: engage organizations to support broadband utilization
- Challenge: ensure devices and services are accessible and affordable



IMPORTANCE OF BROADBAND PROGRAMS



- Counties face challenges in 2022
 - Access to quality education is critical to the future of every county in North Carolina
 - Many rural counties have declining populations and declining tax bases
 - Both rural and urban counties have increased costs to deliver services
 - Many in our population are at risk for health related issues
 - The development of new or expanded local businesses are critical for employment and county tax revenues
- All counties should place new emphasis on the North Carolina Survey



STAYING IN TOUCH



- Infrastructure team is continuing outreach via email, outbound calls and direct meetings with:
 - County Managers
 - County elected Leadership
 - County Attorneys, Directors of Finance and County Economic Development Director
 - COG Directors
 - Service Providers
 - Manufacturers
- Please reach out to us at cabprogram@nc.gov or via our direct email (next slide)





RESOURCES

Internet Links:

[NC Broadband Home Page](#)

[GREAT Grant Applications by County](#)

[Take the NC Broadband Survey](#)

[NC Broadband Map Data](#)

Infrastructure Contacts

Jim Corrin

Infrastructure | CAB | Last Mile

jim.corrin@nc.gov

919.353.1126

Keith Conover

Infrastructure | CAB | Last Mile

keith.conover@nc.gov

828.450.7933

Jeffrey M Brooks

Deputy Director - Infrastructure | CAB | Last Mile

jeffrey.brooks@nc.gov

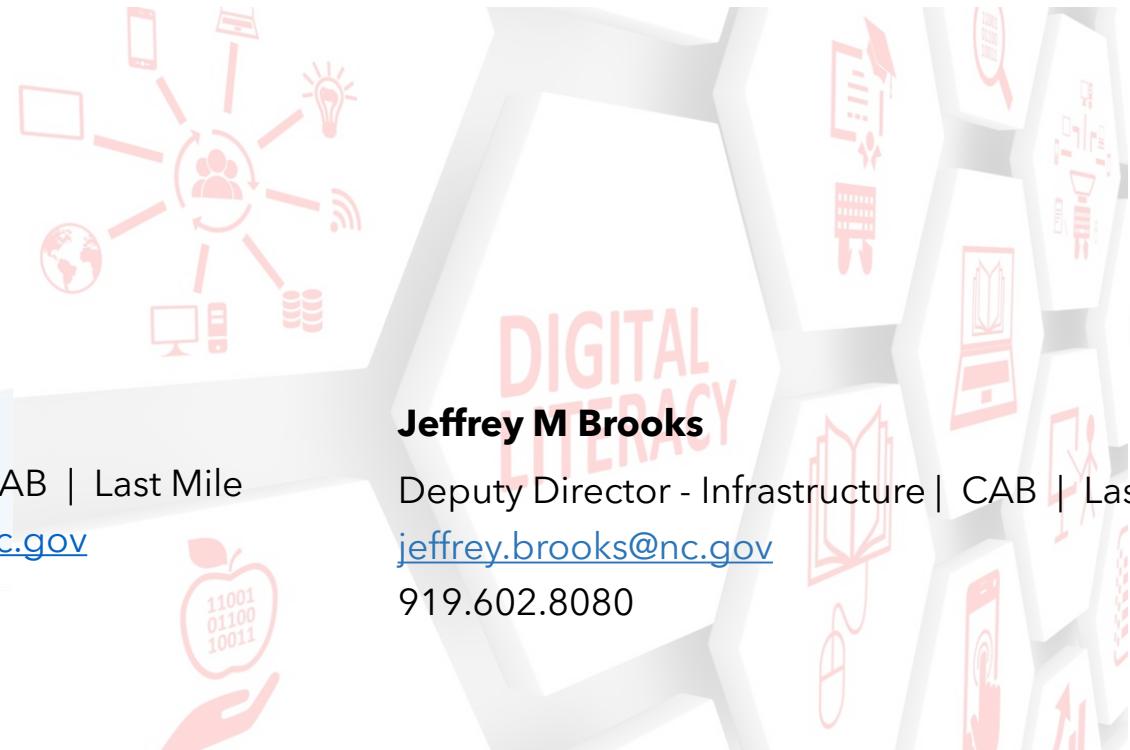
919.602.8080

Digital Equity Contact

Annette Taylor

Director - Digital Equity

annette.taylor@nc.gov



QUESTIONS



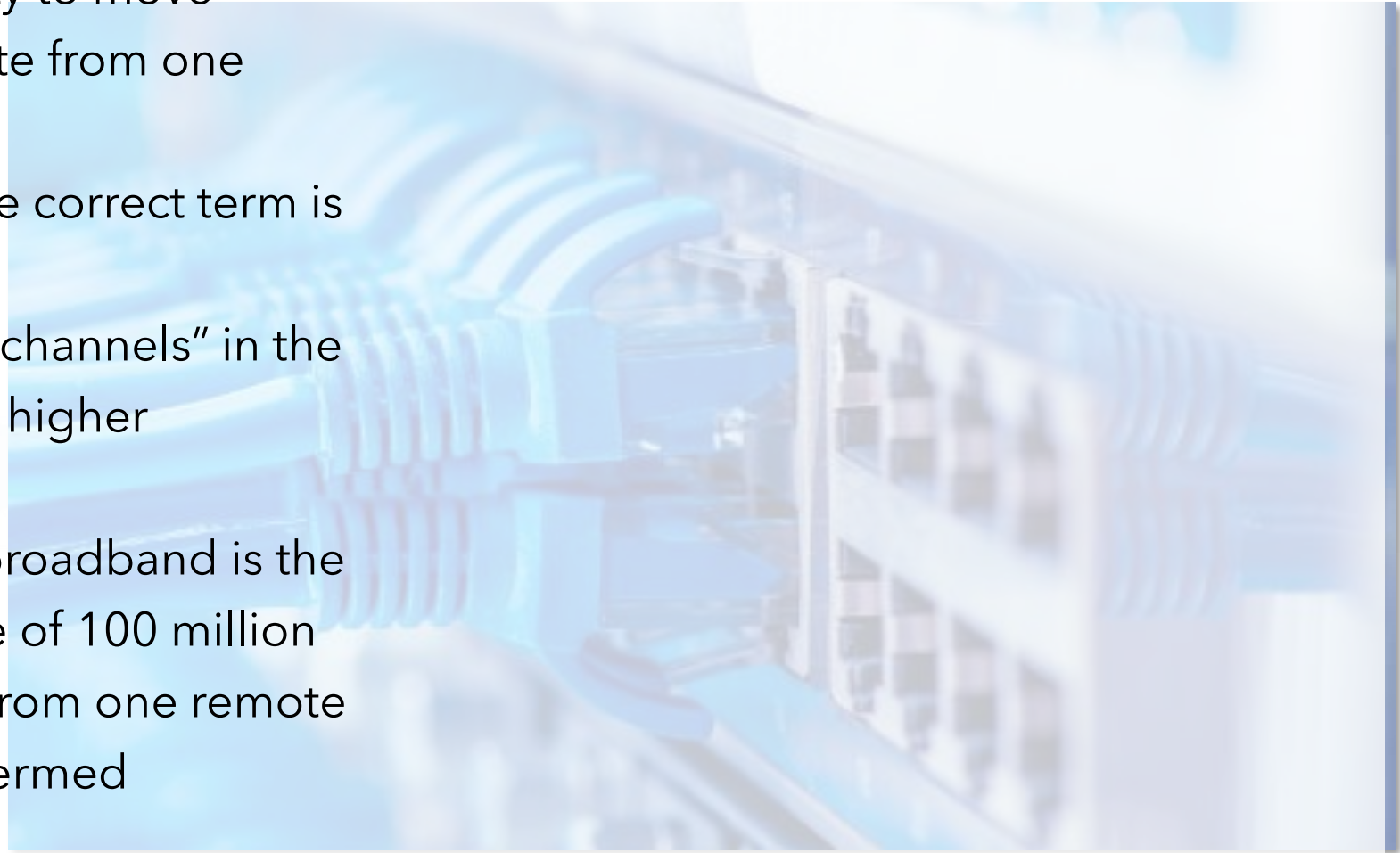


Broadband Basics [Optional]

BROADBAND BASICS



- Broadband represents the ability to move information or data, at a high rate from one source to another.
- Often referred to as “speed;” the correct term is throughput.
- Broadband leverages multiple “channels” in the transmission medium to deliver higher throughput.
- The “new” official definition of broadband is the ability to maintain a transfer rate of 100 million bits of information per second from one remote location to an end user; this is termed **download**.

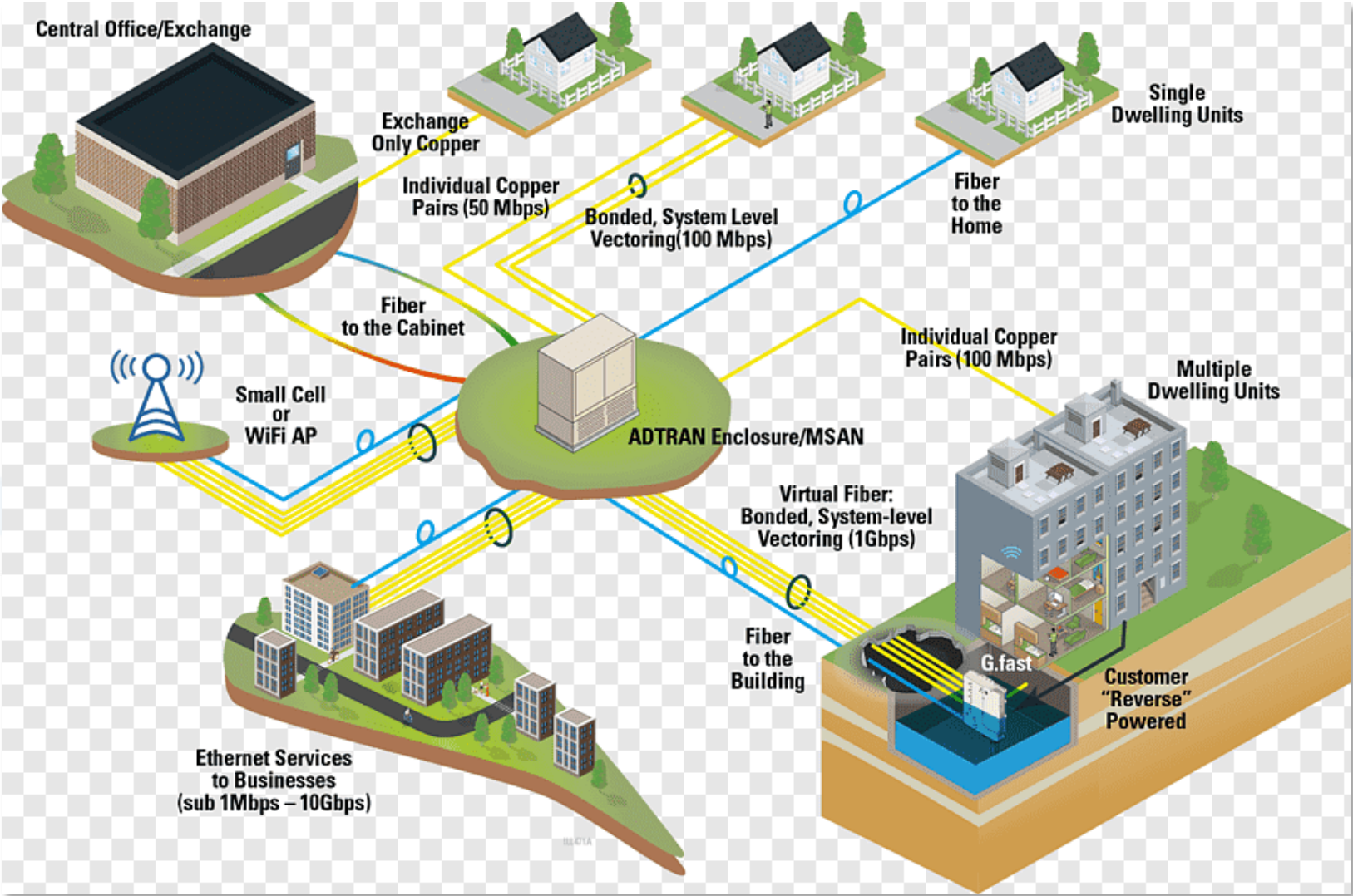


BROADBAND BASICS



- The definition further includes the movement of information from an end user to another source; this is termed **upload**, and the new standard is 20 million bits of information/second.
 - The network has to be able to migrate to 100 million bits per second in the near term.
- Bits are an electrical way to designate information - 8 bits equal to a unit of data termed a "Byte."
- A byte is approximately equal to one character in the alphabet - i.e. , a letter - a number - or a symbol.

BROADBAND BASICS





ASSISTANT COUNTY MANAGER GENERAL GOVERNMENT AND STEWARDSHIP

MEMORANDUM FOR THE AGENDA OF THE NOVEMBER 9, 2023
AGENDA SESSION

TO: BOARD OF COUNTY COMMISSIONERS

FROM: BRIAN HANEY, ASSISTANT COUNTY MANAGER FOR GENERAL GOVERNMENT & STEWARDSHIP

DATE: 11/2/2023

SUBJECT: FAYETTEVILLE-CUMBERLAND PARKS & RECREATION FY 2024 DISTRICT CAPITAL PARK IMPROVEMENT PROJECT REQUESTS

Requested by: CLARENCE G. GRIER, COUNTY MANAGER

Presenter(s): MICHAEL GIBSON, FAYETTEVILLE-CUMBERLAND PARKS & RECREATION DIRECTOR

BACKGROUND

The Fayetteville-Cumberland Parks & Recreation Department is requesting that \$455,000 from the FY2024 recreation tax proceeds be retained by the County to be used to fund capital park improvement projects throughout the contributing municipalities and communities that make up the District.

Proposed P&R improvements for FY24 include the following:

- JD Pone Recreation Center Athletic Field Lighting - \$300,000
- Arnette Park LLP Drainfield System - \$155,000

This request addresses a deficiency for lit field space in the Grays Creek community that was amplified by the end of the partnership with the Grays Creek Ruritan Club. This request also addresses a sewage system at Arnette Park that has reached the end of its life cycle. The department's intent is to keep pace with the growing needs of these communities as it relates to the quality of life and leisure time experience.

The request for the JD Pone Recreation Center Athletic Field Lighting was initially submitted to the County during the FY 2024 Budget process, however Parks & Recreation requested holding off on bringing these requests to the Board of Commissioners until the City's FY 2022 Audit was completed.

RECOMMENDATION / PROPOSED ACTION

Staff recommends moving the following item forward as a Consent Agenda item on the Nov. 20, 2023 Regular Meeting:

- Approval of Fayetteville-Cumberland Parks & Recreation FY 2024 District Capital Park Improvement Project Requests

ATTACHMENTS:

Description	Type
FCPR FY 2024 District Capital Park Improvement Project Request	Backup Material



Memorandum

Date: August 29, 2023

To: Clarence Grier, County Manager

From: Michael Gibson, Director Parks & Recreation

Subject: FY24 District Capital Park Improvement Project Request

The Fayetteville-Cumberland Parks & Recreation Department is requesting that \$455,000 from the FY2024 recreation tax proceeds be retained by the County. These monies will be used to fund capital park improvement projects throughout the contributing municipalities and communities that make-up what we (P&R) refer to as the District. Proposed P&R improvements for FY24 include the following:

Project	Amount
JD Pone Recreation Center Athletic Field Lighting	\$300,000
Arnette Park LPP Drainfield System	\$155,000
Total	\$455,000

This request addresses a deficiency for lit field space in the Grays Creek community that was amplified by the end of the partnership with the Grays Creek Ruritan Club. This request also addresses a sewage system at Arnette Park that has reached the end of its life cycle. The department's intent is to keep pace with the growing needs of these communities as it relates to the quality of life and leisure time experience.

Approved by: _____
Clarence Grier, County Manager

Date



DEPARTMENT OF PUBLIC HEALTH

MEMORANDUM FOR THE AGENDA OF THE NOVEMBER 9, 2023
AGENDA SESSION

TO: BOARD OF COUNTY COMMISSIONERS

FROM: DR. JENNIFER GREEN, PUBLIC HEALTH DIRECTOR

DATE: 10/18/2023

**SUBJECT: REQUEST TO ADD RSV (RESPIRATORY SYNCYTIAL VIRUS)
VACCINE TO THE FEE SCHEDULE AND ESTABLISH A FEE FOR THE
COVID VACCINE AND COVID ADMINISTRATION**

Requested by: CLARENCE GRIER, COUNTY MANAGER

Presenter(s): DR. JENNIFER GREEN, PUBLIC HEALTH DIRECTOR

BACKGROUND

RSV is a common respiratory virus that usually causes mild common symptoms but can cause severe lung disease in certain populations. The CDC recommends infants 19 months and younger, pregnant women and adults aged 60 and above receive a RSV vaccine. Uninsured and underinsured children will qualify for a free vaccine through the VFC (Vaccine for Children) program and includes pregnant teenagers. Pregnant women will receive their vaccine as part of their maternal health visit so the fee will be assessed based on their sliding scale eligibility. Adults aged 60 and above will be subject to pay for the vaccine if they are uninsured or do not have Medicare part D for those age 65 and up.

COVID is no longer provided fully free of charge to the Health Department. We receive free vaccine to administer to children under the VFC program and to uninsured adults through the Bridge Access Program. We must purchase private vaccine to administer to insured children and adults. All patients will continue to receive the Covid vaccine with no out of pocket expense.

The Health Department would like to add the RSV vaccines and COVID Administration fee to the Fee Schedule and add a fee to the existing COVID Vaccine service.

The Board of Health approved the fees at their October 17, 2023, regular Board of Health meeting.

RECOMMENDATION / PROPOSED ACTION

Staff recommend placing the proposed actions on the November 20, 2023 Board of Commissioners agenda as a consent item:

- 1) Approve the attached fee schedule listed below with an effective date of October 23, 2023.
- 2) Approve waiving the fee for the RSV vaccine for Uninsured or Underinsured adults age 60 and above.

ATTACHMENTS:

Description	Type
Covid Fees	Backup Material
Billing Guide	Backup Material



Department of Public Health

CPT	Description	Use	Proposed Fee
90380	Beyfortus-0.5mL	19 mos and younger (less than 11lbs)	\$511
90381	Beyfortus-1mL	19 mos and younger (11lbs and up)	\$511
90678	Abrysvo	Pregnant Women	\$337
90679	Arexvy	60yrs and up	\$320
90480	Covid Admin	All ages	\$40
Various	Covid Vaccines	All ages	\$150

Cumberland County
Department of Public Health
Billing & Collection Policies

*Approved by the Cumberland County
Board of Health –*

*Approved by the Cumberland County
Board of Commissioners -*



Cumberland County Health Department
Fees, Eligibility & Billing Policies & Procedures

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Fees

Foundation

Public health services are increasingly costly to provide. The Health Department serves the public interest best by assuring that all legally required public health services are furnished for all citizens and then providing as many recommended public health services as it can for those citizens with greatest need.

Cumberland County Health Department provides services without regard to religion, race, color, national origin, creed, disability, age, sex, sexual orientation, gender identity, sex characteristics, number of pregnancies, marital status, parity, or contraceptive preference.

Fees are a means to help distribute services to citizens of the county and help finance and extend public health resources as government funding cannot support the full cost of providing all requested services in addition to required services. Fees are considered appropriate, in the sense that while the entire population benefits from the availability of subsidized public health services for those in need, it is the actual users of such services who gain benefits for themselves.

Fees for Health Department services are authorized under North Carolina 130A-39 (g), provided that 1) they are in accordance with a plan recommended by the Health Director and approved by the Board of Health and the County Commissioners, and 2) they are not otherwise prohibited by law. Fees are based on the cost of providing the service.

Fee Setting

Health Departments must develop a pricing policy addressing establishment of usual and customary charges, applying income-based discounts, non-sliding fee scale services, third party billing/reconciliation, Medicaid (physician administered drugs, fee for service drugs (340b), managed care, Medicaid as secondary payer). (See attachment A Fee Setting Policy)

Vaccine and Administration

Cumberland County Health Department will not charge a fee to clients for state supplied vaccines provided to clients that are eligible for such vaccine in accordance with the NCIP Coverage Criteria and Vaccine for Children. Administration fees for the rendering of state supplied vaccine may be billed to Medicaid. State supplied vaccine will be identified with a SL modifier. The appropriate NDC code must also be included.

Clients and Third- Party Payers may be charged and/or billed the administration fee and the cost of purchased vaccine by the Cumberland County Health Department as a non-sliding fee when provided outside of programs.

Vaccine administration and vaccine provided within Child Health, Family Planning, and Maternal Health program will be subject to the sliding fee scale.

340b Drugs and Devices

Cumberland County Health Department bills Medicaid the acquisition cost of medication or devices purchased through the 340b drug program. All 340b drugs and devices are identified with a UD modifier in the billing system. 340b drugs and devices are billed to Medicaid with an FP and UD modifier. The appropriate NDC code must also be included. Drugs and devices purchased through the 340b program are labeled as 340b and stored separately from other medications and supplies. Commercial insurers and self-pay clients are also billed the acquisition cost. The fee charged to self-pay clients is discounted in accordance with the client's sliding fee scale eligibility.

Non-Sliding Fees

The terminology, "Flat Fees" has been replaced and is now known as Non-Sliding Fees.

Cumberland County Health Department provides specific services at a non-discounted rate regardless of federal poverty level outside Child Health, Family Planning, Maternal Health and Communicable Disease programs. These fees will not slide on the sliding fee scale. These fees include, but are not limited to TB skin test for employment or school, non-programmatic pregnancy tests, and purchased vaccine rendered outside of Child Health, Family Planning, Maternal Health and Communicable Disease. There is a mechanism in place for waiving fees of individuals who, for good cause, are unable to pay. This process is approved by the Health Director or their designee. Waived fees will be documented in the Electronic Health Record with whom waived the fees and the reason for fees being waived.

Eligibility

Identification

It is considered "best practice" for each person presenting for services to establish identity either with a birth certificate, driver's license, military I.D., passport, visa, or green card, etc. A local health department may not require a client to present identification that includes a picture of the client for at least immunization, pregnancy prevention, sexually transmitted disease and communicable disease services (Consolidated Agreement, B, 16). However, you may take a photograph of the client, (with their permission) for internal use only.

Determining Family Size

A family is defined as a group of related or non-related individuals who are living together as one economic unit. Individuals are considered members of a single family or economic unit when their production of income and consumption of goods are related. An economic unit must have its own source of income. Also, groups of individuals living in the same house with other individuals may be considered a separate economic unit if each group support only their unit. A pregnant woman is counted as two (including the unborn child) in determining family size.

Examples		Determining Family Size
1	A foster child assigned by DSS with income considered to be paid to the foster parent for support of the child.	Family of 1
2	A student maintaining a separate residence and receiving most of her/his support from her/his parents or guardians. (Self-supporting students maintaining a separate residence would be a separate economic unit.)	Dependent of the family
3	An individual in an institution.	Separate Economic unit
4	A client who requests "confidential services", regardless of age.	Family of 1
5	If a Family Planning client presents for a service and is considered to be a minor or is covered by a parent's medical insurance policy, interview questions may include the following: 1) Ask the client if their parents are aware of their visit? 2) Ask if "both" parents are aware of their visit, since sometimes the mother may be present with the client, however, the father may not be aware of the visit. 3) Ask if you can send a bill to the home, to both parents.	<p>If the client states both parents are aware and it is not a confidential visit, you should treat as such and use all family members in the economic unit.</p> <p>If both parents are not aware, treat this as a confidential visit and use the income of the individual, counting the individual as a family of 1.</p>

Determining Gross Income

Gross income is the total of all cash income before deductions for income taxes, employee's social security taxes, insurance premiums, bonds, etc. For self-employed applicants (both farm and non-farm) this means net income after business expenses.

1. Alimony
2. Bank Statement
3. Cash (any cash earnings, contributions received)
4. Check Stub (includes regular wages, overtime, etc.)
5. Child Support (cannot consider as income for Family Planning)
6. Client Statement
7. Disability
8. Dividends
9. Employment Security Commission
10. Income Tax Return (annual, not quarterly)
11. Letter of Verification from Employer
12. Military Earnings Statement
13. NC Unemployment
14. Pensions
15. Social Security
16. SSI
17. Tips

Exceptions

1. Payments to volunteers under Title I (VISTA) and Title II (RSVP, foster grandparents, and others) of the Domestic Volunteer Service Act of 1973
2. Payments received under the Job Training Partnership Act
3. Payments under the Low-Income Energy Assistance Act
4. the value of assistance to children or families under the National School Lunch Act, the Child Nutrition Act of 1966 and the Food Stamp Act of 1977
5. Veteran's Disability payments

No client will be refused services when presenting for care based on lack of income documentation. With the exception of Family Planning clients*, each client will be billed at 100% until proof of income and family size is provided to the agency. The client will have 15 days to present this documentation in order to adjust the previous 100% charge to the sliding fee scale. If no documentation is produced in 15 days, then the charge stands at 100% for that visit. This does not apply to non-sliding fee scale services which should be paid in full on the date of service.

*For Family Planning clients, the agency may use information from other Health Department programs to which the agency has legal access to verify income, but the agency may not charge clients at 100% simply because the client has not provided proof of income. In cases where the agency has no access to income reported in another program and the client does not provide proof of income, eligibility for discounts must be determined based on the client's verbal attestation of income. Reasonable attempts to verify income include only asking the client for proof of income at the initial and all subsequent Family Planning visits. Under no circumstance should measures to verify income burden clients from low-income families.

Computation of Income

Income will be based on a twelve (12) month period. If the client is working the day they present for a service, income will be calculated weekly, bi-weekly, monthly or annually, depending on the documentation obtained.

If the client is unemployed the day they present for their service, their "employment only" income will be calculated at zero (0), however the client should be required to provide "their mechanism", in regard to their paying for food, clothing, shelter, utility bills, etc. Refer to "sources of income" counted and apply all sources, as appropriate. "Regular contributions received from other sources outside of the home" is most often considered one of those sources. If the client is receiving unemployment or other "sources" of income, as designated above, all of those sources should be counted.

	The client's income will be determined by the following:
Regular Income Formula: (Based on 12 month Period)	Use Gross Income or for self-employed income after business expenses. Weekly = pay x 52 Biweekly = pay x 26 Twice a month = pay x 24
Unemployment or Irregular Income Formula:	
Six months' formula (Based on 12 month Period)	<ul style="list-style-type: none"> • Unemployed today = last 6 months income + projected unemployment (if applicable) or zero if client won't receive unemployment. This will give you income for the client for a 12 month period. <ul style="list-style-type: none"> o If no unemployment compensation – ask how the client is going to support themselves. • Employed today but unemployed last 6 months – Did the client receive unemployment the last 6 months? If no, record as zero and then project 6 months forward at current income. This will give you income for the client for a 12 month period.

Healthy Mothers Healthy Children (HMHC)/Title V (Well-Child Funding)

Title V policy on applying sliding fee scale: any client whose income is less than the federal poverty level will not be charged for a service if that service is partly or wholly supported by Title V funds. For clients having income above the federal poverty level, the sliding fee scale of the Cumberland County Health Department will be used to determine the percent of client participation in the cost of the service.

The guidance regarding Title V funding and sliding Child Health services to zero is as follows: Any Maternal and Child Health services (even outside of Child Health Clinics) must use a sliding fee scale that slides to "0" at 100% of the Federal Poverty Level per the NC Administrative Code – 10A NCAC 43B.0109 Client and Third-Party Fees.

The NC Administrative Code goes beyond the Title V/351 AA requirements, that all child health services, whether sick or well, no matter where delivered, must be billed on a sliding fee scale that slides to zero.

10A NCAC 43B .0109 CLIENT AND THIRD-PARTY FEES

- (1) If a local provider imposes any charges on clients for maternal and child health services, such charges:
 - (a) Will be applied according to a public schedule of charges;
 - (b) Will not be imposed on low-income individuals or their families;
 - (c) Will be adjusted to reflect the income, resources, and family size of the individual receiving the services.

- (2) If client fees are charged, providers must make reasonable efforts to collect from third party payors.
- (3) Client and third-party fees collected by the local provider for the provision of maternal and child health services must be used, upon approval of the program, to expand, maintain, or enhance these services. No person shall be denied services **nor subject to any variation in services** because of an inability to pay.

History Note: Authority G.S. 130A-124; Eff. April 1, 1985; Pursuant to G.S. 150B-21.3A, rule is necessary without substantive public interest Eff. October 3, 2017

Child Health funds may not be used to supplement Medicaid services, support services or activities supported by other Agreement Addenda, and may not support services and activities that have not been approved by the Child & Youth Branch.

Title X Requirements Related to Income Collection for Confidential Clients

Title X requires that any client seeking confidential services be considered a family of one and that only their income would be used in assessing their percent pay on the sliding fee scale.

A copy of the Income and Eligibility Statement (See Attachment D) should be maintained for future reference. The number in the household, annual gross income and percentage of pay should be reflected on the financial documentation. The documentation should be signed and dated by the interviewer and client. Use of electronic signatures is acceptable.

Income must be assessed at every Family Planning Clinic visit, including clients who have Medicaid or Commercial Insurance. Following the initial financial eligibility determination, the client will be asked at each visit if there has been a change in their financial status. Income will always be based on the “actual date” of service. If there has been a change or it is time for their annual review the income determination process should take place.

Client fees are assessed according to the rules and regulations of each program and the recommended Program’s Poverty Level Scale (Sliding Fee Scale) will be used to determine fees. All third-party providers will be billed, without discount, where applicable.

Clients presenting with third party health insurance coverage where copayments are required shall be subject to collection of the required copayment at the time of service. For Family Planning (Title X) clients the copay, **deductibles, and any fees** may not exceed the amount they would have paid for services based on sliding fee scale.

Income information reported during the financial eligibility screening for one program can be used through other programs offered in the agency, rather than to re-verify income or rely solely on the client’s self-report. Exception to the rule, effective November 8, 2021, for family planning, if income was not provided and the client was charged at 100% previously, clients will **not** automatically be charged at 100% in family planning.

Child Health/Health Check

Well child exams (Health Check) conducted by Physician Assistant or Nurse Practitioner; exam includes medical, social, development, nutritional history, lab work, physical exam and immunizations as needed.

Primary Care (Child Health) for sick children provided by Physician Assistant or Nurse Practitioner.

Eligibility: Cumberland County resident; birth to 20 years; 101 to 200% Sliding Fee Scale is Applied. Medicaid and Private Insurance is accepted.

Maternal Health

Prenatal care for eligible pregnant women.

Eligibility: Cumberland County resident; Presumptive Medicaid, Medicaid and Private Insurance accepted. 101 to 200% Sliding Fee Scale is Applied.

Family Planning or Women's Health Services

Clinic designed to assist women, including adolescents, with their family planning needs; services include, but are not limited to detailed history, lab work, physical exam, counseling and education given by appropriate provider.

All family planning services must be client centered, culturally and linguistically appropriate, inclusive, and trauma informed.

Eligibility: Women of childbearing age regardless of residency; 101-250% Sliding Fee Scale is Applied; Medicaid, or Insurance

The following shall apply to Family Planning clients:

- (1) Clients may not be coerced to use contraception, or to use any particular method of contraception or service.
- (2) If a client, including adolescents, is seeking confidential services, they will be considered "confidential" and it will be documented on the Financial Eligibility form. Charges to clients seeking confidential services will be based solely on the individual's income.
- (3) The use of NC Debt Setoff is acceptable for collecting past due amounts for Family Planning clients.
- (4) Confidential clients should NOT be referred to Debt Set-off.
- (5) The "Bad Debt Write-Off" method of aging accounts will be strictly followed. The list of bad debts will be approved by the Health Director, prior to submission to the Board of Health and Board of County Commissioners. Bad debts will not be written off until the approval of the Board of Health and Board of County Commissioners has been acquired. Board of Health and Board of County Commissioners minutes will serve as documentation that the write-offs have been approved.

- (6) Bills/receipts will be given to clients at the time of service show total charges, as well as any allowable discounts.
- (7) Where a third party is responsible, bills are submitted to that party. Bills to third parties show total charges, without discounts, unless there is a contracted reimbursement rate that must be billed per the third-party agreement.
- (8) Verifying a Family Planning client's income should not burden patients with low incomes or impede access to care. If a Family Planning client's income cannot be verified through access to enrollment in another program within your agency, and the Family Planning client has not provided proof of income, then you must charge the client based on the client's self-reported income.
- (9) If a Family Planning client refuses to provide a verbal declaration of income, and income cannot be verified through access to enrollment in another program within your agency, then you may charge 100% of the cost of services after informing the client that failure to declare income will result in the client owing 100% of the fee.
- (10) Insured Family Planning clients where family income is between 101% and 250% of the Federal Poverty Level will pay the lesser of the copay, deductibles and additional fees or the amount they would owe when the sliding fee scale is applied to the total charge for their visit as required by Title X.

Communicable Disease Control

This program deals with the investigation and follow-up of all reportable communicable and/or sexually transmitted diseases, to include testing, diagnosis, treatment, and referring as appropriate. It also provides follow-up and treatment of TB cases and their contacts.

Eligibility: No residency requirements. No fees charged to the client for these services as stated in program rules. Medicaid and Insurance can be billed.

Breast and Cervical Cancer Control Program (BCCCP)

Provides pap smears, breast exams and screening mammograms, assists women with abnormal breast examinations/mammograms, or abnormal cervical screenings to obtain additional diagnostic examinations.

Eligibility: No residency requirements; determined by specific policies and procedures including income guidelines defined by the Breast and Cervical Cancer Control Program (BCCCP). 101-250% Sliding Fee Scale Applied.

Immunizations

Provides adult and child immunizations. International Travel vaccines are also provided.

Eligibility: No residency requirements; no sliding scale applied; Medicaid and private insurance accepted.

Women's, Infants and Children's Nutrition (WIC)

Supplemental nutrition and education program to provide specific nutritional foods and education services to improve health status of target groups.

Eligibility: WIC is available to pregnant, breastfeeding, and postpartum women as well as infants and children up to age 5. The following criteria must also be met: 1) be at medical and/or nutritional risk; 2) have a family income less than 185% of the US Federal Poverty Level; Medicaid, AFDC, or food stamps automatically meet the income eligibility requirement.

Billing & Revenue

In accordance with G.S. 130-A-39(g), which allows local health departments to implement a fee for services rendered at the Cumberland County Health Department, (with the approval of the Cumberland County Board of Health and the Cumberland County Commissioners) will implement specific fees for services and seek reimbursement. Specific methods used in seeking reimbursement will be through third-party coverage, including Medicaid, Medicare, private insurance, and individual client pay. Cumberland County Health Department currently participates in many third-party networks. See Attachment B. The agency will adhere to billing procedures as specified by Program/State regulations in seeking reimbursement for services provided.

Charging for Services

1. There shall be no minimum fee requirement or surcharge that is indiscriminately applied to all clients.
2. Persons requesting program services will be encouraged to apply for Medicaid.
3. Charges will not be assessed when income falls below 100% of Federal Poverty Guidelines, for Child Health, Family Planning and Maternity programs.
4. There shall be a consistent applied method of "aging" accounts.
5. No one shall be denied services **nor subjected to variation in services** based solely on the inability to pay.
6. Clients shall be given a receipt each time a payment is collected
7. Donations shall be accepted, regardless of income status if they are truly voluntary. The client account will not be reduced due to a donation. There shall be no "schedule of donations", bills for donations, or implied or overt coercion.
8. Provider will use best efforts to continue to provide services to clients at or below 150% of Federal Poverty Level.

Fee Collection

1. Charges in all programs will be determined by a fee scale based on Federal Poverty with the exception of any services deemed as non-sliding fees. (i.e. TB skin test, Non-programmatic pregnancy tests, Adult Health services).

2. Upon each clinic visit, Management Support staff will determine the income and sliding fee scale status of each client. Staff will be responsible for documentation of financial eligibility in the Electronic Health Records system. Proof of income will be scanned or documented. With the exception of family planning, clients without required verification will be charged at 100% until income documentation is received.
3. Payment is due and expected at the time services are rendered. If a balance remains, a payment agreement and schedule will be established and signed by the client. (See Attachment C)
4. There is a mechanism in place for waiving fees of individuals who, for good cause, are unable to pay. This process is approved by the Health Director or their designee, and each instance of fee waiver shall be documented in agency records and communicated to the client according to protocol.
5. Enrollment under Title XIX (Medicaid) shall be presumed to constitute full payment for billable services to Medicaid.
6. The Accounts Receivable System will be balanced daily.
7. Emergency services will never be denied.
8. Monthly statements will be mailed to the client/responsible party as long as confidentiality is not jeopardized.

Billing Medicaid and Third-Party Insurance

1. Clients presenting with third party health insurance coverage where copayments are required shall be subject to collection of the required copayment at the time of service. For Family Planning (Title X) clients, the copay/deductible may not exceed the amount they would have paid for services based on the sliding fee scale.
2. Clients will sign on paper to be scanned or electronically sign a consent allowing the Health Department to file insurance and a copy of the insurance card will be scanned at that time into the client's medical record.
3. Third party is billed the total amount of the service provided they will not receive the benefit of the sliding fee scale. The charge and any remaining balance with the exception of copayments, is billed to the client based on the sliding fee scale. Copayments are not subject to the sliding fee scale, except that Family Planning clients may not be charged more in copayments and deductibles than they would have been responsible for on the sliding fee scale.
4. Claims are filed electronically.
5. Payments are posted electronically/manually to client accounts. If applicable, secondary insurance is filed.
6. Denials are researched using the Remittance Advice (RA) for Medicaid and Explanation of Benefits' for private insurance. Any denials deemed incorrect are resubmitted as quickly as possible. Any remittance or final denial is posted to the client's account. Remaining balance for Medicaid clients are adjusted off. (unless it was for a non-covered service that the client was made aware of prior to the service being rendered.)
 - a. If a client has any form of third-party reimbursement, that payer must be billed with the patient's consent, unless confidentiality is a barrier*. Medicaid will be billed as the payer of last resort. Clients should be made aware that they will be responsible for any balance remaining after the claim has been

processed. This may include copays, coinsurance, deductibles and non-allowed charges. As required by Title X, Family Planning clients whose family income is between 101%-250% FPL will not pay more in copayments or additional fees than they would otherwise pay when the schedule of discounts is applied.

7. If an encounter with a client is found to be coded incorrectly, the provider may make corrections by appending the provider's note and e-superbill within the client's medical record and notifying the billing department's supervisor. The billing department will review the corrections and update the charges accordingly. If a client has been charged and have received a monthly statement and the addition or correction of the service made by the provider will increase the client's balance, the correction will be made with no additional cost to the client, unless, the client was over charged.

* Third party billing is processed in a manner that does not breach client confidentiality, particularly in sensitive cases (e.g., adolescents or young adults seeking confidential services, or individuals for whom billing the policy holder could result in interpersonal violence). The confidential client may give you their insurance card not thinking that the subscriber is not aware of the visit. Filing an insurance claim will result in an EOB (explanation of benefits) being sent to the subscriber which would violate confidentiality. Be certain to have the client sign/initial if they want insurance to be filed.

Overpayments and Refunds

Payment for copays, deductibles, coinsurance, account balances and non-sliding fees will be collected at the time of service. If an overpayment is made by the client, the client will be notified of the overpayment and given the option for refund, or application of the overpayment to another date of service balance or for an upcoming appointment. Overpayments that clients choose to have refunded, will be refunded based on county policy.

Overpayments paid by Medicaid, Medicare and insurance will be reviewed and refunded in accordance to the guidelines set forth in our network participatory agreement.

Bad Debt Write Off and NC Debt Setoff

1. Bad Debt Write Off
 - a. Outstanding accounts having no activity in more than 2 months shall be written off as bad debts, at least annually upon approval of the Cumberland County Board of Health and the Cumberland County Commissioners.
 - b. Once an account has been written off as a bad debt it should not be reinstated. Only if the client returns to the clinic and wants to make a payment should action be taken to reinstate only the payment amount, post the payment and leave the remaining balance that was initially written off as it stands.
2. NC Debt Setoff
 - a. Client accounts fulfilling the requirements of NC Debt Setoff will be submitted to the NC Debt Setoff Program, at least annually. The account balance must be 1) greater than \$50.00, and 2) must be 60 days delinquent before it is eligible for Debt Set Off. After being delinquent for a minimum of 60 days, the

- b. client/guarantor will be notified of the process of debt setoff, via letter. The client/guarantor has 30 days to make payment or request a payment plan or the debt will be submitted to NC Debt Setoff.
- c. Debt Setoff should not be used for Family Planning clients for whom confidentiality may be breached.

Bankruptcy

When legal notification is received from Bankruptcy court, there is no further collection of the outstanding account unless a payment schedule is set up by the Bankruptcy court.

- The client's account is notated/flagged with bankruptcy information, such as the time frame to which the bankruptcy references.
- The account maybe written off if mandated by court.
- The client may volunteer to pay.
- Additional visits to which are not included in the bankruptcy time frame, will be the client's responsibility.

Limiting or Restricting services

- Women's Health: The Title X guidelines do not distinguish between "inability" and "unwillingness" to pay. For Family Planning clients who do not pay, the agency can use debt set-off. Even if a client establishes a payment plan but then refuses to honor the plan services cannot be denied or restricted.
- In Maternal Health, denying or restricting services would constitute client abandonment. Therefore, services for Maternal Health may not be denied because a client is unwilling or unable to pay.
- Child Health may not restrict Child Health services due to an outstanding bill. Title V funds are used to prevent barriers to care for clients that are Non-Medicaid, non-insured as well.

No Mail Policy for Confidential Clients

1. When a client requests no mail, discussion of payment of outstanding debts shall occur at the time service is rendered.
2. If the client is unable to pay in full at the time of service rendered, a receipt will be given to the client reflecting the partial payment and the client will sign a payment agreement.
3. Medical record is flagged reflecting-- **"NO MAIL" and every precaution should be taken to ensure bills are "not" sent to clients, requesting "NO MAIL"**.
4. Client is reminded every visit of the amount they still owe.
5. No letters or correspondence concerning insurance, past due accounts or other billing issues will be sent to any client that requests "NO MAIL".

CUMBERLAND COUNTY DEPARTMENT OF PUBLIC HEALTH

Policy/Procedure Title: Cumberland County Department of Public Health Fee Policy	
Policy #: 02-01 Date Created: September 19, 2016 Date Revised: 5/19/2017;10/20/2020 Date Reviewed: 5/19/2017; 10/31/17; 07/01/2020; 10/20/2020; 07/01/2021; 07/01/2022	
Approved By/Date:	
<div style="border-bottom: 1px solid black; height: 1.2em; margin-bottom: 5px;"></div> Division Director	
<div style="border-bottom: 1px solid black; height: 1.2em; margin-bottom: 5px;"></div> N/A	<div style="border-bottom: 1px solid black; height: 1.2em; margin-bottom: 5px;"></div> N/A
Director of Nursing	Medical Director/Dentist
<div style="border-bottom: 1px solid black; height: 1.2em; margin-bottom: 5px;"></div> Board of Health Chair	<div style="border-bottom: 1px solid black; height: 1.2em; margin-bottom: 5px;"></div> Public Health Director
Category:	
<div style="margin-left: 20px;"> <input type="checkbox"/> 00-Introductory: Authority & Responsibility <input type="checkbox"/> 01-General Administration <input checked="" type="checkbox"/> 02-Finance <input type="checkbox"/> 03-Communication & Administration <input type="checkbox"/> 04-Personnel & Employee Relations <input type="checkbox"/> 05-Nursing-Overarching <input type="checkbox"/> 06-Nursing-Community/Personal Health Services Program Policies <input type="checkbox"/> 07-Nursing-Preparedness & Surveillance <input type="checkbox"/> 08- Environmental Health <input type="checkbox"/> 09-Community Health/Health Education <input type="checkbox"/> 10-WIC <input type="checkbox"/> 11-Dental Health <input type="checkbox"/> 12- Laboratory <input type="checkbox"/> 13-Jail Health <input type="checkbox"/> 14- Pharmacy <input type="checkbox"/> 15- Medical Records </div>	

I. PURPOSE:

- A. To establish equitable fees for all public health services based on a plan recommended by the Health Director, approved by the Board of Health and Board of County Commissioners.
- B. The Cumberland County Department of Public Health assures that all mandated public health services are provided for all residents. The department provides recommended and requested public health services based upon the priorities established by the Cumberland County Board of Health, the most recent Community Health Assessment, and North Carolina Department of Health and Human Services.
- C. Establishing fees help finance and extend public health resources, as government funding cannot support the full cost of providing all requested and necessary services.
- D. Fees for Health Department services are authorized under North Carolina General Statute 130A-39 (g), provided that:
 - 1. They are in accordance with a plan recommended by the Health Director, approved by the Board of Health and the County Commissioners.
 - 2. They are not otherwise prohibited by law.
 - 3. Fees to self-pay patients are calculated on a Sliding Scale Fee.
- E. Funds generated through reimbursement will be recorded in separate line items in the Health Department's County Budget.

II. REFERENCES:

- A. North Carolina General Statutes 130A-39, 130A-41(b) (13), 130A-153(a), 130A-433(b)
- B. North Carolina Administrative Codes 10A NCAC 43.0204, 10A NCAC 0205
- C. North Carolina Health and Human Services www.ncdhhs.gov
- D. North Carolina Department of Public Health www.publichealth.nc.gov
- E. North Carolina Division of Medical Assistance www.ncdhhs.gov/dma
- F. Center for Medicare/Medicaid Services www.cms.gov

III. DEFINITIONS:

- A. Fee - A charge for services rendered.
- B. Copayment - An amount established by a health insurance plan that must be paid to the healthcare provider at time of service.
- C. Sliding Fee Scale - Fee schedule guideline based on family size and income levels at or below poverty level. Patients pay a percentage of the full charge based on their income and family size.

IV. FOCUS POPULATION:

- A. Cumberland County Department of Public Health staff, patients and customers.

V. POLICY:

- A. The Cumberland County Department of Public Health provides services without regard to religion, race, national origin, creed, gender, marital status, age or contraceptive preference.
- B. The Cumberland County Department of Public Health will establish fees for services and obtain approval from the Board of Health and Board of County Commissioners. Reimbursement for services will be received through third-party coverage such as Medicaid, Medicare, private insurance, and self-pay. Self-Pay charges will be subject to fee adjustment based on the current Sliding Fee Scale. We ensure patients are aware we provide services with the use of a Sliding Fee Scale by advertisement throughout our facility and on our website.
- C. Billing procedures specified by Program/State regulations will be adhered to when seeking reimbursement. Fees will be assessed for all services rendered unless prohibited by law.
- D. Program reviews and committee meetings comprised of all disciplines will meet, within the Health Department, as necessary to determine the cost of providing services and discuss the “setting of rates”, for the services provided. The following procedures define the methods used for setting rates:
1. The *Medicaid Cost Analysis* provided by the Office of Medicaid Reimbursement will be utilized to compare how much it costs the Health Department to provide a service. The *Medicaid Cost Study* is performed annually in all Health Departments. The actual results are in this document and shared with each County. The cost of providing services is compared throughout the State, from one Health Department to another. This information gives a realistic figure to work with and compares cost to perform a service to all other counties within the State.
 2. The Office of Medicaid Reimbursement issues their reimbursement rates, usually in January of each year. These rates will be used as a baseline when comparing to other third parties.
 3. Medicare, surrounding community rates (ex: community physician rates, local labs, hospital rates, etc.), including a comparison of surrounding counties’ Health Department fees are also contributing factors in determining rates.
 4. Once the above information has been reviewed and discussed with the Health Department staff, fees will be taken to the Board of Health and Board of County Commissioners for their discussion and final approval. Once approval has been received, the appropriate fees are set and will be maintained in the Health

Department, noted as the approved “schedule of charges.” Board approvals (Health and County Commissioners) will be reflected in the respective minutes.

- E. Services implemented during the year or fee adjustments will be presented to the Board of Health and Board of County Commissioners for approval.
- F. The Health Director may make an exception to the fee schedule for very limited specific situations.

VI. PROCEDURES:

- A. Patients seeking health services are required to provide proof of residency as required by Program Guidelines and proof of income. Patients will be informed when making an appointment the fees will be assessed at 100% unless proof of income is provided.
- B. Income and family size will be based upon North Carolina Administrative Codes and North Carolina Department of Health and Human Services rules.
- C. Fees for Environmental Health Services will be collected prior to delivery of service. Copayments and flat rate charges for medical services are expected at time-of-service delivery. However, patients will not be denied services based on inability to pay.
- D. Patients with insurance must present a valid coverage card at time of service.
- E. **Uninsured patients will receive information on how to apply for Medicaid benefits.**
- F. Fees collected from Medicaid constitute payment in full. Medicare plans that apply co-insurance or deductibles are billed to the patient based on the Sliding Fee Scale. Copays are not applied to the Sliding Fee Scale. Any remaining expense after private insurance has paid will be billed to the patient based on the Sliding Fee Scale.

Network Participation In Network Third Party Insurances

Cumberland County Health Department is in network and participates with the following Third-Party Insurances.

- Blue Cross Blue Shield of North Carolina
- Medcost
- North Carolina Health Choice
- Tricare
- United Healthcare

Participating Governmental Payers

Cumberland County Health Department is in network and participates with the following Governmental payers.

- Medicare
- NC Medicaid
 - Including Prepaid Health Plans provided by the following
 - Healthy Blue
 - United Health Care
 - Well Care
 - AmeriHealth Caritas
 - Carolina's Complete Care

Jennifer Green, PhD, MPH
Health Director

Ashley Curtice, MS
Deputy Health Director



Payment Agreement

In accordance with the policy of the Cumberland County Health Department, payment is due when a service is rendered. However, we realize that there are times when an individual does not have the total amount of money owed to the clinic, therefore, this written agreement is established as a method of adopting a payment plan for those clients who have an outstanding balance.

NAME----- DATE OF BIRTH ----- ADDRESS----- AND OTHER INFORMATION, AS REQUIRED

I, _____, agree to establish a payment plan for my account and to the stipulations herein stated:

_____ My account balance is \$_____

_____ I will pay the amount of \$_____ on my bill

_____ Monthly_____ Weekly_____ Bi-weekly_____

_____ I understand that the Cumberland County Health Department cannot operate efficiently without me adhering to the agreement as stated above. I further state that my options were explained to me and I fully understand.

_____ I understand that I am responsible for any balance left owing if my insurance company should not pay the bill in full and that it will be based on my sliding fee scale status.

This is a binding agreement by signatures of both parties.

I understand that failure to comply with this agreement will greatly affect the overall operations of the Cumberland County Health Department and may result in my debt being referred to NC Debt Setoff for collection.

Signature of Client_____

Signature of Staff Witness_____

Name: DOB:	Cumberland County Health Department 1235 Ramsey St Fayetteville, NC 28301 910-433-3600
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Income & Eligibility Statement

Circle Correct Answers:

Resident of North Carolina	Yes	No
Medicaid Eligible	Yes	No
Insurance	Yes	No
Self-Pay	Yes	No
No-Pay	Yes	No

Gross annual income of economic unit:**Total number in household supported by income above:****Sliding Fee Scale Percentage:** %

Gross income is defined as salary, wages, overtime pay, earnings from self-employment, investment income (stocks, bonds, savings account interest, rentals, etc.), public assistance monies, unemployment compensation, alimony and child support payments, military allotments, Social Security benefits, limited Veterans Administration benefits, retirement and pension, Workers Compensation, regular contributions from individuals not living in the household, Supplementary Security Income (SSI) benefits, prize winnings, lawn maintenance as a business and house cleaning as a business.

Economic unit includes persons living in the household, related or non-related, who share their production of income and consumption of goods.

Verification of income is required as noted in the Cumberland County Health Dept. Eligibility & Fee Policy.

Patients who do not provide proof of income at time of registration will be charged 100% of our current fees for services provided, except Family Planning clients. Patients **will have 15 calendar days to return** to the Health Department with proof of income in order for the sliding fee scale to apply. If proof of income has not been provided **within the 15 calendar day period**, charges will remain at the full 100% of our current fees. Patients who prefer not to provide proof of income will be charged 100% of our current fees. Effective November 8, 2021, Family Planning clients may self-report income, and may not be charged at 100% simply because they did not provide proof of income. **Payment is due the day services are rendered.**

Upon penalties prescribed by law, I hereby affirm that to the best of my knowledge and belief, this income statement is true and correct.

- ☐ I prefer not to provide CCHD with proof of income or declaration of income; therefore, I understand that I am fully obligated for payment of fees for services provided at 100% of Cumberland Cty Health Department's standard fees.
- ☐ Confidential Contact or Emancipated Minor – considered family of one and based on minor's income only
- ☐ Declaration of "no income" - reasonable answers for living expenses provided – all programs.
- ☐ Proof of income has been provided as required or attested to for family planning services.
- ☐ **Proof of income will be provided within 15 calendar days of signature date below. I understand if proof of income is not provided within the 15 calendar day period, charges will remain at 100% of current fees.**
- ☐ Proof of income has been provided for date of service: **Within 15 calendar days:** Yes No
- ☐ I have health insurance but prefer that it not be filed for this visit. I understand that I will be responsible for payment of fees based on income eligibility under the Sliding Fee Scale.

I, the undersigned, verify the above information is true to the best of my knowledge and I understand payment is expected at the time of service for all services rendered.

Signature of Patient/Parent/Authorized Representative	Date	Relationship of Authorized Representative
Signature of Witness	Date	

01/2022



DEPARTMENT OF PUBLIC HEALTH

MEMORANDUM FOR THE AGENDA OF THE NOVEMBER 9, 2023
AGENDA SESSION

TO: BOARD OF COUNTY COMMISSIONERS

FROM: DR. JENNIFER GREEN, PUBLIC HEALTH DIRECTOR

DATE: 11/9/2023

**SUBJECT: CONTRACT FOR HEALTH CARE DELIVERY SERVICES AT THE
DETENTION CENTER AND ASSOCIATED BUDGET ORDINANCE
AMENDMENT B#241019**

Requested by: CLARENCE GRIER, COUNTY MANAGER

Presenter(s): DR. JENNIFER GREEN, PUBLIC HEALTH DIRECTOR

BACKGROUND

At the March 21, 2022 Board of Commissioners meeting, the Board approved the FY23 contract renewal with Southern Health Partners to provide healthcare services at the Detention Center through June 30, 2023. The annual renewal included a two percent increase over the FY2022 base fee and per diem rate. It had been five years since an RFP process was conducted. Between October 2022 and May 2023 an RFP was issued twice. There were three responsive vendors to the final RFP #23-21-DC II Detention Center Healthcare. On June 5, 2023 the Board of Commissioners approved Wellpath as the recommended vendor based on the best overall value method and directed staff to bring a contract with the selected vendor to the Board for final approval at a future meeting. The Health Department has provided jail health services from July 1, 2023 to present using temporary staff and temporary contracted services.

Sheriff's Office Staff, County Management, IS, and the Health Department have worked with Wellpath to develop the attached contract.

Services include:

- Receiving Screening
- Health Assessments
- Scheduled Sick Call
- Telehealth
- Dental Services
- Mental Health Care
- Pathology/Radiology
- Health care services for pregnant persons
- Vision Services
- Pharmacy Services

Services provided are in accordance with National Commission on Correctional Health Care guidelines and meet the requirements of the Jail Health Plan.

The base staffing amount to be paid by the County to Wellpath is \$4,465,554.00 annually for a period of 12 months. The jail health contract for December 1, 2023-June 30, 2024 is \$2,511,283.81

An additional \$1,725,000.00 is needed to fund Jail Health through June 30, 2024 and to support health care service delivery by WellPath at the Cumberland County Detention Center. A Budget Ordinance Amendment B#241019 is being requested in the amount of \$1,725,000.00. The current approved jail health budget is \$3,504,625.00.

RECOMMENDATION / PROPOSED ACTION

The Health Director recommend that the proposed action below be placed on the November 20, 2023 Board of Commissioners agenda as a consent item:

1) Approve contract with Wellpath as outlined above effective December 1, 2023

The Health Director recommend that the proposed action below be approved at the November 9, 2023 Agenda Session meeting.

1) Approve Budget Ordinance Amendment #B241019 in the amount of \$1,725,00.00

ATTACHMENTS:

Description	Type
Wellpath Agreement	Backup Material
Memo from Sheriffs Office	Backup Material

AGREEMENT FOR INMATE HEALTH CARE SERVICES
at Cumberland County, NC
Effective

This Agreement for Inmate Health Care Services (hereinafter, the "Agreement") entered into by and between the County of Cumberland, a political subdivision in the State of North Carolina (hereinafter, the "County"), and Wellpath LLC, a Delaware Limited Liability Company providing health care services (hereinafter, "Company"),

RECITALS

WHEREAS, the County and the duly elected Sheriff (hereinafter the "Sheriff") are responsible for administering, managing, and supervising the health care delivery system of the Cumberland County Jail located at 204 Gillespie Street, Fayetteville, NC 28301 (hereinafter, "Jail"); and

WHEREAS, the objective of the County is to provide for the delivery of quality health care to the Inmates and Detainees of the Jail (hereinafter, "Jail Population"), in accordance with applicable law; and

WHEREAS, Company is in the business of administering correctional health care services and desires to administer such services on behalf of the County to the Jail Population under the terms and conditions hereof.

NOW, THEREFORE, in consideration of the covenants and promises hereinafter made, the Parties hereto agree as follows:

DEFINITIONS

Contract Year – The initial, and any successive, twelve (12) month period beginning with the effective date of the Agreement.

County Inmates/Detainees – An Inmate/Detainee held under the jurisdiction of the County or Sheriff. County Inmates/Detainees may be housed in the Jail or in another jurisdiction's correctional facility. However, County Inmates/Detainees housed in another jurisdiction are not covered by the provisions of this Agreement unless Company administers health care services at the other jurisdiction's facility and is specifically set forth below.

Covered Persons – An Inmate or Detainee of the Jail who is: (1) part of the Jail's Monthly Average Daily Population (hereafter MADP as defined below); and (2) Fit for Custody (as defined below) and (3)(a) incarcerated in the Jail; or (b) on work release status. NOTE: Covered Persons include Other County Inmates/Detainees for purposes of delivery of basic health care services, however, the cost of certain services provided to Other County Inmates/Detainees are set forth in Section 5.0.

Detainee – An adult individual whose sentence has not yet been adjudicated and is held as a pre-trial detainee or other individual held in lawful custody.

Fit for Custody– A determination made by a Company authorized physician or other Physician Extender that an Inmate/Detainee is medically stable and has been medically cleared for acceptance into the Jail. Such a determination shall only be made after resolution of any injury or illness requiring immediate transportation and treatment at a hospital or similar facility.

Health Care Staff – Medical, mental health and support staff provided or administered by Company.

Company Chief Clinical Officer– Company's Chief physician who is vested with certain decision-making duties under this Agreement.

Inmate – An adult or juvenile individual who is being incarcerated for the term of their adjudicated sentence.

Cumberland County Jail Health Plan-The Cumberland County Board of Commissioners (BOC) approved Jail Health Plan for providing care to inmates per N.C.G.S 153A-225. The plan is reviewed annually and approved for the provision of health care to detainees.

Monthly Average Daily Population (MADP) – The average number of Inmates/Detainees housed in the Jail on a daily basis for the period of one month. The MADP shall include, but separately list, Other County Inmates/Detainees. The MADP shall be figured by summing the daily population for the Jail and Other County Inmates/Detainees (as determined by a count performed at the same time each day) for each day of the month and dividing this sum by the total number of days in the month. Jail records shall be made available to Company upon request to verify the MADP. Persons on home confinement, housed outside of the Jail, and parolees and escapees shall not be considered part of the Jail's MADP.

NCCHC – The National Commission on Correctional Health Care.

Other County Inmate/Detainee – An Inmate/Detainee under the jurisdiction of another county, state or federal agency, who is being housed in the Jail.

Physician Extender – An advanced level healthcare professional such as a Nurse Practitioner, Physician Assistant, or Clinical Nurse Specialist.

Specialty Services – Medical services that require physicians to be licensed in a specialty such as obstetrics, gynecology, or dermatology or other specialized field of medicine, excluding services that are otherwise provided for in this Agreement.

ARTICLE I

HEALTH CARE SERVICES

- 1.0 SCOPE OF SERVICES. Company shall administer health care services and related administrative services at the Jail according to the terms and provisions of this Agreement. The costs of the various health care services shall be borne by Company or the County as set forth in this Article.

The scope of services shall be incorporated into a Jail Health Plan as developed by Company and Director of Health and as adopted by the Cumberland County Board of Commissioners. Such Jail Health Plan shall be updated annually and specific policies and procedures of Company shall be treated as protected trade secrets.

- 1.1 GENERAL HEALTH CARE SERVICES. Company will arrange and bear the cost of the following health care services:

- 1.1.1 RECEIVING SCREENING. A receiving screening of a Covered Person shall be performed as soon as possible after the Covered Person's booking into the Jail, not to exceed 24 hours after the Covered Person's arrival at the Jail. The receiving screening shall follow current NCCHC guidelines.

- 1.1.2 HEALTH ASSESSMENT. A health assessment of a Covered Person shall be performed as soon as possible, but no later than fourteen (14) calendar days after the Inmate/Detainee's arrival at the Jail. The health assessment shall follow current NCCHC guidelines.
- 1.1.3 SCHEDULED SICK CALL. A qualified healthcare professional shall conduct sick calls for Covered Persons on a timely basis based on medical care needs and in a clinical setting. A Physician Extender will be available to see Covered Persons at least once per week. Scheduled sick call protocols shall follow current NCCHC guidelines.
- 1.1.4 TELEHEALTH. Health services may be provided via Telehealth, in accordance with the Laws of the State of North Carolina, when deemed appropriate by Company personnel with managerial authority. Telehealth protocols shall follow current NCCHC guidelines.
- 1.2 AMBULANCE SERVICE. Company shall arrange for the provision of ambulance services and County shall bear the cost of such care.
- 1.3 BODY CAVITY SEARCHES/COLLECTION OF PHYSICAL EVIDENCE. Company Health Care Staff will not perform body cavity searches, nor collect physical evidence (blood, hair, semen, saliva, or the like) unless in line with NCCHC standards.
- 1.4 DENTAL SERVICES. Company shall arrange for the provision of oral screening (as defined by NCCHC guidelines) of all Covered Persons as well as any and all other dental services required by the Jail Population. The County shall bear the cost of such care.
- 1.5 ELECTIVE MEDICAL CARE - NOT COVERED. Company shall not be responsible for the provision or cost of any elective care. Elective medical care shall be defined as care which, if not provided, would not, in the sole opinion of Company's Chief Clinical Officer or designee, cause the Inmate/Detainee's health to deteriorate or cause harm to the Inmate/Detainee's wellbeing. Decisions concerning elective medical care shall be consistent with the applicable American Medical Association (AMA) Standards. The inmate/detainee is responsible for all costs for any elective medical care provided.
- 1.6 HOSPITALIZATION. Company shall arrange for the provision of any hospitalization services for Covered Persons and County shall bear the cost of such care.
- 1.7 LONG TERM CARE. Company shall arrange for the provision of long-term care services for Covered Persons and County shall bear the cost of such care.
- 1.8 MENTAL HEALTH CARE. Company shall arrange for and bear the cost of on-site mental health services for Covered Persons which shall include evaluations, referrals, crisis management, suicide intervention, individual therapy, basic community linkage, and continuity of care. Company shall arrange for the provision of any off-site or inpatient mental health services and County shall bear the cost of such care.
- 1.9 PATHOLOGY/RADIOLOGY SERVICES. Company shall arrange and bear the cost for the provision of on-site pathology and radiology services for Covered Persons. Company shall arrange for and County shall bear the cost of the provision of off-site pathology and radiology services for Covered Persons.

- 1.10 PREGNANT COVERED PERSONS. Company shall arrange and bear the cost of on-site health care services for any pregnant Covered Person in accordance with NCCHC standards and this Agreement, but Company shall not arrange or bear the cost of any health care services for infants. To the extent off-site health care services are required for any pregnant Covered Person, Company shall make appropriate arrangements for rendering such care and County shall bear the cost of such care.
- 1.11 SPECIALTY SERVICES. Company shall arrange for the provision of Specialty Services for Covered Persons and County shall bear the cost of such care.
- 1.12 VISION CARE. Company shall arrange for the provision of eyeglasses and the arrangement of any other vision services including care for eye injuries or diseases for Covered Persons and County shall bear the cost of such care.
- 1.13 OFFICE EQUIPMENT OF \$500 OR LESS. Company shall be responsible for the provision and cost of any office equipment required for the administrative operation of the medical unit. County is required to bear the cost of office equipment of more than \$500.00. Written prior approval from the County is required prior to purchase. Detailed invoice documentation and proof of payment is required at the time a request for reimbursement is made. Ownership of items purchased shall remain with the County.
- 1.14 OFFICE SUPPLIES. Company shall be responsible for providing office supplies such as books, medical record folders, and forms as required for the administrative operations of the medical unit.
- 1.15 MEDICAL SUPPLIES/EQUIPMENT OF \$500.00 OR LESS. Company shall provide and bear the cost of medical supplies (i.e. alcohol prep pads, syringes, etc.) and equipment (i.e. thermometers, scales, etc.) required to administer the terms of the Agreement. County is required to bear the cost of medical supplies/equipment of more than \$500.00. Written prior approval from the County is required prior to purchase. Detailed invoice documentation and proof of payment is required at the time a request for reimbursement is made. Ownership of items purchased shall remain with the County.
- 1.16 MEDICAL WASTE. Company shall arrange and bear the cost of removing and properly disposing of medical waste material generated while fulfilling its duties under this Agreement in accordance with all applicable state laws and OSHA- regulated standards.
- 1.17 PHARMACY SERVICES. Company shall provide monitoring of pharmacy usage as well as a Preferred Medication List. County shall bear the cost of all prescription and non-prescription over-the-counter medications prescribed by a duly licensed Company Provider for a Covered Person.
 - 1.17.1 GENERAL. Prescribing, dispensing, and administering of medication shall comply with all State and Federal laws and regulations and all medications shall be dispensed under supervision of a duly authorized, appropriately licensed or certified Healthcare Provider.
- 1.18 INFORMATION TECHNOLOGY. IT Infrastructure costs shall be passed through to the County.
- 1.19 Breach Notification. In the event of any security breach, unauthorized disclosure, loss of, or inability to account for, any Confidential Information of the County, the Company shall promptly notify the County within 72 hours and take such actions as may be necessary or as are reasonably

requested by the County and cooperate with the County to minimize the impact of such disclosure, loss of or inability to account for such Confidential Information.

- 1.20 Data Access. The County's data is and shall remain the property of the County and shall be deemed the County's confidential information. County retains all rights, titles, and interests in and to their data, and COMPANY acquires no rights to County data other than the rights granted to provide the service. County data will be used only to provide County with the defined services and for purposes compatible with providing those services. COMPANY will not use County data or derived information for any commercial purposes. COMPANY will not disclose County data except as directed by the County or as required by law. COMPANY will provide County on request with an audit report detailing all access to County data according to the COMPANY'S log retention timeframe. Upon expiration or termination of this Agreement, the Company shall return or destroy, as directed by the County, all material in any medium that contains such data and retain no copy except as may be required to comply with Applicable Law.

ARTICLE II HEALTH CARE STAFF

- 2.0 STAFFING HOURS. Company shall provide or arrange for the provision of Health Care Staff necessary to render the health care services contemplated in Article I as set forth in the staffing plan set forth in Exhibit A, attached hereto and made a part hereof. Company reserves the right to assign the staff in Exhibit A to shift coverage as necessary based on operation needs to provide the health care services under this Agreement.
- 2.0.1 Additional hours may be provided if mutually agreed upon by both Parties in writing, with at least 24 hours advanced notice. Costs associated with such additional hours shall be passed through to the County.
- 2.0.2 Company shall provide or arrange for the provision of an on-call Physician Extender [or Health Service Administrator, Physician, etc.] available by telephone or pager 24 hours per day and 7 days per week.
- 2.0.3 Company shall make reasonable efforts to supply the staffing levels contained in this section, however, failure to continuously supply all of the required staffing due to labor market demands or other factors outside the control of Company, after such reasonable efforts have been made, shall not constitute a breach of this Agreement. However, section does not supersede the staffing reimbursement provision of Section 8.2.2 below
- 2.1 STAFFING LEVELS WAIVER. Based on actual staffing needs as affected by medical emergencies, riots, increased or decreased Inmate/Detainee population, and other unforeseen circumstances, certain increases or decreases in staffing requirements may be waived as mutually agreed upon by both the County and Company.
- 2.2 STAFF SCREENING. The County shall screen Company's proposed Health Care Staff, employees, agents and/or subcontractors providing services at the Jail to ensure they do not constitute a security risk. The County shall have final approval of Company's Health Care Staff, employees, agents and/or subcontractors in regard to the security of entering the jail and background history clearance.

- 2.3 COUNTY'S SATISFACTION WITH HEALTH CARE PERSONNEL. If County or Sheriff becomes dissatisfied with any health care personnel provided by Company hereunder, or by any independent contractor, subcontractors or assignee, Company, in recognition of the sensitive nature of correctional services, shall, following receipt of written notice from County or Sheriff of the grounds for such dissatisfaction and in consideration of the reason therefore, exercise its best efforts to resolve the problem. If the problem is not resolved satisfactory to County and Sheriff, Company shall remove or shall cause any independent contractor, subcontractor, or assignee to remove the individual about whom County or Sheriff has expressed dissatisfaction. Should removal of an individual become necessary, Company will be allowed reasonable time, prior to removal, to find an acceptable replacement, without penalty or any prejudice to the interests of Company.

ARTICLE III ADMINISTRATIVE SERVICES

- 3.0 UTILIZATION MANAGEMENT. Company shall provide utilization management services and administer Pharmacy services as set forth in Article I, on behalf of the County. Company will follow applicable state and federal laws and make reasonable efforts to obtain provider discounts and will keep the County and/or Sheriff apprised of its utilization management practices.
- 3.1 HEALTH AND MENTAL HEALTH EDUCATION AND TRAINING. Company shall conduct an ongoing health and mental health education and training program for the County Deputies and Jailers in accordance with the needs mutually established by the County and Company.
- 3.2 MONTHLY REPORTS. Company shall provide monthly reports to the County's designated point of contact as mutually agreed upon by the Parties and in a format mutually agreed upon by the Parties. As requested by the Sheriff, Company shall submit monthly health care reports concerning the overall operation of the health care services program rendered pursuant to this Agreement and the general health of the Jail Population. Company shall also submit to the Sheriff and the County required monthly reports concerning staffing and expenditures for provision of the health care services rendered pursuant to this Agreement.
- 3.3 QUARTERLY JAIL HEALTH MEETINGS. As requested by the Sheriff and Health Department, Company shall meet quarterly, or as soon thereafter as possible, with the Jail Health Committee including the Sheriff, or designee, and Health Director, or designee, concerning health care services within the Jail and any proposed changes in health-related procedures or other matters, which both Parties deem necessary.
- 3.4 MEDICAL RECORDS MANAGEMENT. Company shall provide the following medical records management services:
- 3.4.1 MEDICAL RECORDS. Company Health Care Staff shall maintain, cause or require the maintenance of complete and accurate medical records for Covered Persons who have received health care services. Medical records shall be kept separate from Covered Person's custody records. A complete copy of the individual medical record shall be available to accompany each Covered Person who is transferred from the Jail to another location for off-site services or transferred to another institution. Company will keep medical records confidential and shall not release any information contained in any medical record except as required by published Jail policies, by a court order or by applicable law. Upon termination of this Agreement, all medical records shall be delivered to and remain with the Sheriff, as property of the Sheriff's office.

- 3.4.2 COMPLIANCE WITH LAWS. Each medical record shall be maintained in accordance with the Health Insurance Portability and Accountability Act of 1996 ("HIPAA"), and any other applicable state or federal privacy statute or regulation.
- 3.4.3 RECORDS AVAILABILITY. As needed to administer the terms of this Agreement, Company shall make available to the Sheriff or County, unless otherwise specifically prohibited, at the Sheriff's or County's request, all records, documents and other papers relating to the direct delivery of health care services to the Jail Population hereunder. Company shall not be required to make available records which are privileged under North Carolina or federal law, with the exception that the County or Sheriff may access patient medical records related to the direct delivery of health care services to the Jail Population, in accordance with North Carolina and federal law.
- 3.6 REPORTING OF COMMUNICABLE DISEASE. Company shall report confirmed or suspected cases of reportable diseases to the Cumberland County Department of Public Health in accordance with NC G.S. § 130A-135 and N.C. Administrative Code rule 10A NCAC 41A .0101. Company shall comply with investigation and control measures in accordance with NC G.S. § 130A-144.

ARTICLE IV
PERSONS COVERED UNDER THIS AGREEMENT

- 4.0 GENERAL. Except as otherwise provided in this Agreement, Company shall only be required to arrange for health care services under this Agreement to be provided to Covered Persons.
- 4.1 EMERGENCY MEDICAL CARE FOR JAIL EMPLOYEES AND VISITORS. Company shall arrange for on-site first response emergency medical care as required for Jail employees, contractors and visitors to the Jail. The medical treatment shall be limited to the extent reasonably necessary to stabilize and facilitate the individual's referral to a medical facility or personal physician. The indemnity provisions set forth in Section 10 shall not apply to services rendered pursuant to this Section 4.1.
- 4.2 RELEASE FROM CUSTODY. The County acknowledges and agrees that Company is responsible for arrangement and provision of health care services associated with or rendered to Covered Persons as set forth in this Agreement only when such persons remain in the custody of, or under the jurisdiction of, the Jail. In no event shall Company be responsible for payment of any costs associated with any services rendered to any individual when said individual is released from the custody of, or no longer under the jurisdiction of, the Jail including, but not limited to, releasees, parolees and escapees. Furthermore, in no event shall Company be responsible for payment of costs associated with any medical services rendered to a Covered Person when said Covered Person is injured outside the Jail facility during transport to or from the Jail.

ARTICLE V
PERSONS NOT COVERED OR PARTIALLY COVERED UNDER THIS AGREEMENT

- 5.0 OTHER COUNTY INMATES/DETAINEES. Company shall only be responsible for arranging health assessments, sick call, over-the counter medications, medical supplies and medical waste services for Other County Inmates/Detainees. The cost of all prescription medication and all other health care expenses shall be paid by the agency responsible for the Other County Inmate/Detainee, including those services listed in Article I of this Agreement and all other medically related expenses associated with Other County Inmates/Detainees.

- 5.1 COUNTY INMATES/DETAINEES HOUSED IN OTHER JURISDICTIONS OR OUTSIDE THE JAIL. Company shall not be responsible for arranging the medical care or treatment for County Inmates/Detainees housed in other counties or jurisdictions. The County or Sheriff or other agency with legal responsibility for the medical care of such persons shall be responsible for all medical expenses associated with the care and treatment of County Inmates/Detainees removed from the Jail, including, but not limited to the services listed in Article I of this Agreement and any other health care related expenses associated with said Inmates/Detainees, unless the Inmate/Detainee is housed in a facility where Company provides Inmate/Detainee health care services. Company shall not be responsible for arranging the medical care or treatment for County Inmates/Detainees housed outside the Jail.
- 5.2 INJURIES INCURRED BY ARRESTED PRIOR TO INCARCERATION, FIT FOR CUSTODY AND ESCAPED INMATES/DETAINEES. Company shall not be responsible for the cost of providing off-site medical care for injuries incurred by an arrested person prior to incarceration at the Jail or during an escape or escape attempt, including, but not limited to, medical services provided to any arrested person prior to the person's booking and custody in the Jail. In addition, Company shall not be responsible for the cost of any medical treatment or health care services necessary to medically stabilize any arrested person presented at intake by an arresting agency with a life-threatening injury or illness or in immediate need of emergency medical care. Company shall provide such care as is medically necessary until the arrested person can be transported to a medical care facility by the arresting agency or their designee. The arresting authority or the County shall bear the cost of, and be responsible for, all reasonable and necessary medical services or health care services of the individual until such time as the arresting authority can present a medically stable individual that is Fit for Custody. To the extent Company is billed for medical services provided to an individual who is not Fit for Custody, the County shall reimburse Company for all such costs. Company shall not charge an additional fee simply to examine an individual to determine if he is suitably Fit for Custody.

ARTICLE VI

COST OF SERVICES NOT COVERED UNDER THIS AGREEMENT

- 6.0 SERVICES NOT LISTED. Both Parties understand and agree that there will be costs incurred for health care related services as outlined in Articles I, II and III above. Company shall not be responsible for any expenses not specifically covered under Articles I, II and III of this Agreement. In the event that any of the health care services not covered by Company under Articles I, II and III, or any services that are not listed within this Agreement, are required for a member of the Jail Population as a result of the medical judgment of a physician or Company authorized personnel, Company shall assist the County with arranging such services and the cost of such services shall be billed directly to the County.
- 6.1 SERVICES BEYOND THE SCOPE OF THIS AGREEMENT. Both Parties understand and agree that there are certain occurrences, both beyond the control and within the control of the Parties, that may result in health care expenses which are outside the scope of the normal operation of a correctional facility and, therefore, outside the contemplated scope of services under this Agreement. While both Parties will act in good faith and endeavor to reduce the possibility of such occurrences, in the unlikely event of an occurrence such as an Act of God, riot, explosion, fire, food poisoning, epidemic illness outbreak or any other catastrophic event, Company shall not be responsible for costs attributable to such catastrophic event and all such costs shall be borne by the County. Notwithstanding the above, Company shall be responsible for medical costs under this Agreement associated with such an event only if such an event was caused solely by Company.

ARTICLE VII
COUNTY'S DUTIES AND OBLIGATIONS

- 7.0 COMPLIANCE WITH HIPAA/STATE HEALTH INFORMATION PRIVACY LAWS. The County, Jail, and Sheriff and their employees, agents and subcontractors shall comply with the Health Insurance Portability and Accountability Act of 1996 (hereinafter "HIPAA") and any State health information privacy laws, to the extent they are applicable. The County and the Sheriff shall implement policies and/or procedures in compliance with such laws.
- 7.1 COMPREHENSIVE MEDICAL/MENTAL HEALTH CARE. Company shall identify to the Sheriff those members of the Jail Population with medical or mental health conditions which may be worsened as a result of being incarcerated at the Jail or which may require extensive care while incarcerated. After review of the circumstances, and when security risks permit, the County shall make every reasonable effort to have such an Inmate/Detainee released, transferred or otherwise removed from the correctional setting.
- 7.2 RECORD ACCESS. During the term of this Agreement, and for at least 3 years following the termination of this Agreement, the County or Sheriff shall provide Company, at Company's request, the County or Jail records (including medical records) relating to the provision of health care services to the Jail Population, including records maintained by hospitals, and other outside health care providers involved in the care or treatment of the Jail Population (to the extent the County, Jail or Sheriff has control of, or access to, such records). Company may request such records in connection with the investigation of, or defense of, any claim by a third party related to Company's conduct or to prosecute a claim against a third party. Any such information provided by the County or Sheriff to Company that the County or Sheriff considers confidential shall be kept confidential by Company and shall not, except as may be required by law, be distributed to any third party without prior written approval by the County or Sheriff.
- 7.3 USE OF INMATES/DETAINEES IN THE PROVISION OF HEALTH CARE SERVICES. Inmates/Detainees of the Jail shall not be employed or otherwise engaged or utilized by either Company or the Sheriff in rendering any health care services to the Jail Population, provided however, that, subject to the authorization of the Sheriff and the Chief Jailer and the consent of the detainee to be so employed, Inmates/Detainees may be used in positions not involving the rendering of health care services directly to the Jail Population and not involving access to Jail Population records in accordance with NCCHC standards.
- 7.4 SECURITY OF THE JAIL FACILITY AND COMPANY. Company and the County understand that adequate security services are necessary for the safety of the agents, employees, and subcontractors of Company, as well as for the security of the Jail Population and Sheriff's staff, consistent with a correctional setting. The Sheriff shall provide security sufficient to enable Company, its Health Care Staff, employees, agents and/or subcontractors to safely provide the health care services described in this Agreement. Company, its Health Care Staff, employees, agents and/or subcontractors shall follow all security procedures of the Sheriff in order to obtain entry into the jail and while at the Jail or other premises under the Sheriff's direction or control. However, in circumstances in which it objectively appears that safety would be impaired, any Company Health Care Staff, employee, agent and/or subcontractor may, at any time, refuse to provide any service required under this Agreement. Suspension of services shall immediately be reported to detention staff. Detention staff shall remedy the security concerns as soon as practicable. Company shall not be liable for any loss or damages resulting from Company's Health

Care Staff, employees, agents and/or subcontractors' failure to provide medical services due to insufficient security services.

- 7.5 SHERIFF'S POLICIES AND PROCEDURES. Company, its Health Care Staff, employees, agents and/or subcontractors shall operate within the requirements of the County's and/or Sheriff's Policies and Procedures, which impact the provision of medical services or the operations of the Jail.
- 7.5.1 A complete set of said Policies and Procedures shall be maintained by the Sheriff and made available at the jail for inspection by Company at the Jail, and Company may make a reasonable number of copies of any specific section or sections it wishes using the Sheriff's equipment.
- 7.5.2 Any Policy or Procedure that may impact the provision of health care services to the Jail Population which has not been made available to Company shall not be enforceable against Company unless otherwise agreed upon by both Parties.
- 7.5.3 Any modification of the posted Policies and Procedures shall be timely provided to Company. Company, its Health Care Staff, employees, agents and/or subcontractors shall operate within the requirement of a modified Policy or Procedure after such modification has been made available to Company.
- 7.5.4 If any of the County and/or Sheriff's Policies and Procedures specifically relate to the delivery of medical services, the County and/or Sheriff's representative and Company shall review the County and/or Sheriff's Policies and Procedures and modify or remove those provisions that conflict with Company's Jail Health Care Policies and Procedures.
- 7.6 DAMAGE TO EQUIPMENT. Company shall not be liable for loss of or damage to equipment and supplies of Company, its agents, employees or subcontractors if such loss or damage was caused by the negligence of the County and/or Sheriff's employees.
- 7.7 SECURE TRANSPORTATION. The Sheriff shall provide security, as deemed necessary and appropriate by the medical provider, in connection with the transportation of a member of the Jail Population to and from off-site services including, but not limited to, Specialty Services, hospitalization, pathology and radiology services as requested by Company. Company shall coordinate with the Sheriff's office for transportation to and from the off-site services provider or hospital. The Indemnity Provisions shall not apply to claims arising out of the actions or omissions of the County's employees, contractors, or agents during the provision of secure transportation services pursuant to this Section 7.7, nor shall the Indemnity Provisions apply for claims arising out of County's failure to provide secure transportation services Covered Persons on a timely basis.
- 7.8 OFFICE EQUIPMENT AND SUPPLIES. The Sheriff shall provide use of County-owned office equipment, supplies and all necessary utilities (including telephone and fax line service) in place at the Jail health care facilities unless otherwise stated in Paragraph 1.14. At the termination of this Agreement, Company shall return to the County possession and control of all County-owned medical and office equipment. At such time, the office equipment shall be in good working order, reasonable wear and tear excepted.
- 7.9 NON-MEDICAL CARE OF JAIL POPULATION. Company shall not be responsible for providing, or liable for failing to provide, non-medical, services to the Jail Population including,

but not limited to, daily housekeeping services, dietary services, building maintenance services, personal hygiene supplies and services and linen supplies.

- 7.10 JAIL POPULATION INFORMATION. In order to assist Company in providing the best possible health care services to Covered Persons, the Sheriff shall provide, as needed, information pertaining to the Covered Person that Company and the Sheriff mutually identify as reasonable and necessary for Company to adequately perform its obligations under this Agreement.
- 7.11 PRIVACY/RECORDING. The County shall not, and shall not permit, the recording or filming by entities other than the parties of this contract of Company staff and/or the medical treatment of any member of the Jail Population, including medication passes, or any medical treatment that occurs in or outside of the Jail healthcare facilities. In the event that the County plans to permit recording or filming inside of the Jail, Company shall be provided with fourteen (14) days' advance written notice of any such activity, and such recording/filming must comply with the terms of this Section of the Agreement. Any recordings, whether made by law enforcement or entities other than the parties of this contract, that capture the provision of medical treatment to the Covered Persons shall be considered confidential and privileged and not subject to disclosure as a public record.

ARTICLE VIII **COMPENSATION AND ADJUSTMENTS**

- 8.0 ANNUAL AMOUNT/MONTHLY PAYMENTS. The base staffing amount to be paid by the County to Wellpath is \$4,305,058.00 annually for a period of 12 months, payable in equal monthly installments. Each monthly installment shall be at \$358,754.83, pro-rated for any partial months. The first monthly amount is to be paid to Wellpath on December 1, 2023 for services administered in the month of December, 2023. Each monthly payment thereafter is to be paid by the County to Wellpath before or on the 1st day of the month of service. County shall be responsible for sign on bonuses not to exceed \$51,188.00. Such costs will be billed to the County based on actual costs incurred.
- 8.1 ANNUAL INCREASES. The base amount referenced in Paragraph 8.0 reflects the "Year 1" contract price. The parties agree that the contract price for renewal years will be reviewed in April of each renewal year and set based on the CPI for the Medical Care Services component for Urban Consumer in the Southern Region, so long as such increases account for the need for wages to be competitive in the market. A CPI increase shall be calculated by multiplying the annual amount of the previous year by a fraction, the numerator of which is the Price Index for a defined month prior to the renewal date, and the denominator of which is the Price Index for the same month for the year immediately preceding the Agreement renewal date. However, the annual amount due for any year will not be less than the annual amount for the prior year.
- 8.2 QUARTERLY RECONCILIATION PROCESS. Wellpath will provide a quarterly reconciliation with the County for any amounts owed by either Party pursuant to the terms of this Agreement, including, but not limited to:
- 8.2.1 ADJUSTMENT FOR MADP. The contract price is based on an ADP of up to 580 inmates. In the event the ADP exceeds 580 for three consecutive months, Company shall be afforded the opportunity to negotiate staffing matrix changes to ensure optimal care for patients. In the event the ADP increases to 580-610, the annual staffing amount to be paid by the

County shall be \$4,449,666.00. In the event the ADP increases to 610-640 ADP, the annual staffing amount to be paid by the County shall be \$4,465,554.00. In the event the ADP increases to 640-670 ADP, the annual staffing amount to be paid by the County shall be \$4,521,152.00.

ARTICLE IX

TERM AND TERMINATION

- 9.0 TERM. The term of this AGREEMENT shall be three (3) years from July 1, 2024 at 12:00 a.m. through June 30, 2027 at 11:59 p.m. with two one-year automatic renewals provided such extensions are in the best interest of the parties. The parties additionally agree to an initial period from December 1, 2023 to June 30, 2024 in which the terms of this AGREEMENT shall also be in effect.
- 9.1 TERMINATION FOR LACK OF APPROPRIATIONS. It is understood and agreed that this Agreement shall be subject to annual appropriations by the County.
- 9.1.1 Recognizing that termination for lack of appropriations may entail substantial costs for Company, the County shall act in good faith and make every reasonable effort to give Company reasonable advance notice of any potential problem with funding or appropriations.
- 9.1.2 If future funds are not appropriated for this Agreement, and upon exhaustion of existing funding, the County may terminate this Agreement without penalty or liability, by providing a minimum of thirty (30) days advance written notice to Company.
- 9.2 TERMINATION FOR CAUSE. The Agreement may be terminated for cause under the following provisions:
- 9.2.1 TERMINATION BY COMPANY. Failure of the County to comply with any provision of this Agreement shall be considered grounds for termination of this Agreement by Company upon thirty (30) days advance written notice to the County specifying the termination effective date and identifying the "basis for termination." The County shall pay for services rendered up to the date of termination of the Agreement. Upon receipt of the written notice, the County shall have ten (10) days to provide a written response to Company. If the County provides a written response to Company which provides an adequate explanation for the "basis for termination" and the County cures the "basis for termination" to the satisfaction of the Company, the thirty (30) day notice shall become null and void and this Agreement will remain in full force and effect. Termination under this provision shall be without penalty to Company.
- 9.2.2 TERMINATION BY COUNTY. Failure of Company to comply with any provision of this Agreement shall be considered grounds for termination of this Agreement by the County who shall provide thirty (30) days advanced written notice specifying the termination effective date and identifying the "basis for termination." The County shall pay for services rendered up to the date of termination of the Agreement. Upon receipt of the written notice Company shall have ten (10) days to provide a written response to the County. If Company provides a written response to the County which provides an adequate explanation for the "basis of termination," or cures the "basis for termination" to the

satisfaction of the County, the thirty (30) day notice shall become null and void and this contract will remain in full force and effect. Termination under this provision shall be without penalty to the County.

- 9.3 TERMINATION WITHOUT CAUSE. Notwithstanding anything to the contrary contained in this Agreement, the County or Company may, without prejudice to any other rights it may have, terminate this Agreement for their convenience and without cause by giving ninety (90) days advance written notice to the other Party.
- 9.4 COMPENSATION UPON TERMINATION. If any of the above termination clauses are exercised by any of the Parties to this Agreement, the County shall pay Company for all services rendered by Company up to the date of termination of the Agreement regardless of the County's failure to appropriate funds.
- 9.5 PROPERTY DISPOSITION UPON TERMINATION. Upon termination of this Agreement, Company shall be allowed to remove from the Jail any stock medications or supplies purchased by Company that have not been used at the time of termination. Company shall also be allowed to remove Company's property from the Jail including its proprietary Policies and Procedures, Manuals, Training Material, and Forms. Nothing herein shall be construed to require Company to provide copies of policies, procedures, manuals, training materials and/or forms to County or any successor provider, it being understood that such materials are proprietary to Company.

ARTICLE X

LIABILITY AND RISK MANAGEMENT

- 10.0 INSURANCE COVERAGE. Company shall, at its sole cost and expense, procure and maintain during the term of this Agreement, the following coverage and limits of insurance that provide protection solely for the wrongful acts of Company:
 - 10.0.1 MEDICAL MALPRACTICE/PROFESSIONAL LIABILITY. Medical Malpractice/ Professional Liability insurance in an amount not less than \$3,000,000 per claim and \$6,000,000 in the aggregate.
 - 10.0.2 COMPREHENSIVE GENERAL LIABILITY. Comprehensive General Liability insurance in an amount not less than \$3,000,000 per occurrence and \$6,000,000 in the aggregate.
 - 10.0.3 WORKER'S COMPENSATION. Worker's Compensation coverage as required by applicable state law.
- 10.1 PROOF OF INSURANCE. Company shall provide the County proof of professional liability or medical malpractice coverage for Company's Health Care Staff, employees, agents and approved subcontractors, for the term services are provided under this Agreement. Company shall promptly notify the County, in writing, of each change in coverage or cancellation of insurance coverage. If Company fails to provide proof of adequate insurance within a reasonable time under the circumstances, then the County shall be entitled to terminate this Agreement without penalty to the County pursuant to the terms of Article IX.
- 10.2 INDEMNIFICATION. To the fullest extent permitted by law, Company shall indemnify, defend and hold harmless County from and against third party claims directly caused by Company's

negligence or willful misconduct in the performance of the Services provided hereunder by Company. Company shall have no obligation to indemnify or hold harmless County for any claims arising out of the negligence or willful misconduct of the County, or County's agents, officers, directors, employees, or contractors.

Notwithstanding the foregoing, in the event of a claim alleging the negligence or willful misconduct of both the County and Company, the County and Company shall each defend themselves at their own costs, and each party shall reasonably cooperate with the other in the defense/settlement of any claims alleging joint liability.

The obligations of indemnity hereunder are conditioned on the Party seeking indemnification (i) giving the indemnifying Party prompt written notice of any claim for which indemnification will be sought, (ii) permitting the indemnifying Party to assume exclusively the control of the defense and settlement of such claim, and (iii) providing reasonable assistance and cooperation (at the indemnified Party's expense) in the defense and settlement of such claim. The indemnified Party may take part in its defense at its own expense after the indemnifying Party assumes the control thereof. The indemnified party will provide the indemnifying party with reasonable assistance, at the indemnifying party's expense, in the defense, negotiations, and settlement of any claims. Any settlement intended to bind the indemnified party shall not be final without the indemnified party's written consent, which consent shall not be unreasonably withheld, conditioned, or delayed.

- 10.3 DISPUTE RESOLUTION. Should the Parties disagree as to the other's obligation to indemnify, or as to the apportionment of fault between the Parties, the Parties' executive leadership shall meet and negotiate, in good faith, the resolution of such disagreement. Should the Parties be unable to resolve the disagreement through negotiation, the Parties shall retain a mutually agreeable third-party mediator, who shall attempt to resolve the disagreement through mediation. The costs of all such mediation shall be borne equally by the Parties, and any mediation shall conclude within 90 days of initiation.
- 10.4 FEDERAL PRIVACY LAWS. Company, the County and their employees, agents and subcontractors shall fully comply with, and shall implement all necessary policies and/or procedures in order to comply with, the requirements of federal privacy laws (including, but not limited to HIPAA, the Patient Safety and Quality Improvement Act, 42 CFR Part 2, etc., hereinafter "FPL") as they apply to the services provided under this Agreement
- 10.5 HIPAA. Company, the County, and their employees, agents and subcontractors shall fully comply with, and shall implement all necessary policies and/or procedures in order to comply with, the requirements of HIPAA as it applies to the services provided under this Agreement

ARTICLE XI
MISCELLANEOUS

- 11.0 **INDEPENDENT CONTRACTOR STATUS.** It is mutually understood and agreed, and it is the intent of the Parties hereto that an independent contractor relationship be and is hereby established under the terms and conditions of this Agreement. Nothing in this Agreement shall be construed to create an agency relationship, an employer/employee relationship, a joint venture relationship, or any other relationship allowing the County to exercise control or direction over the manner or methods by which Company, its employees, agents or subcontractors perform hereunder, or Company to exercise control or direction over the manner or methods by which the County and its employees, agents or subcontractors perform hereunder, other than as provided in this Agreement.
- 11.1 **SUBCONTRACTING.** In performing its obligations under the Agreement, it is understood that Company is not licensed or otherwise authorized to engage in any activity that may be construed or deemed to constitute the practice of medicine, dentistry, optometry, or other professional healthcare service requiring licensure or other authorization under state law. To comply with these requirements Company may engage physicians or other clinicians as independent contractors ("Contract Professionals"), rather than employees, in order to supply the clinical services required under this Agreement. Company shall engage Contract Professionals that meet the applicable professional licensing requirements and Company shall exercise administrative supervision over such Contract Professionals as necessary to ensure the fulfillment of the obligations contained in this Agreement. Contract Professionals shall provide clinical services under this Agreement in a manner reasonably consistent with the independent clinical judgment that the Contract Professional is required to exercise. It is further understood that Company may subcontract for specialized services such as pharmacy, medical waste, medical supplies and other services or supplies which it is required to provide under this Agreement.
- 11.2 **AGENCY.** For purposes of asserting any statutory rights afforded to the County to pay providers for medical services at certain reduced rates, County designates Company as their agent to assert such rights and privileges.
- 11.3 **EQUAL EMPLOYMENT OPPORTUNITY.** Company will not discriminate against any employee or applicant for employment because of race, color, religion, sex, ancestry, national origin, place of birth, marital status, sexual orientation, age or handicap unrelated to a bona fide occupational qualification of the position or because of status as a disabled veteran or Vietnam-Era veteran. Company will distribute copies of its commitment not to discriminate to all persons who participate in recruitment, screening, referral and selection of job applicants, and to prospective job applicants.
- 11.4 **WAIVER OF BREACH.** The waiver of either Party of a breach or violation of any provision of this Agreement shall not operate as, or be construed to be, a waiver of any subsequent breach of the same or other provision hereof.
- 11.5 **OTHER CONTRACTS AND THIRD-PARTY BENEFICIARIES.** The Parties acknowledge that Company is neither bound by or aware of any other existing contracts to which the County is a party and which relate to the providing of health care to Inmates/Detainees at the Jail. The Parties agree that they have not entered into this Agreement for the benefit of any third person or persons, and it is their express intention that this Agreement is for their respective benefits only and not for the benefits of others who might otherwise be deemed to constitute third-party beneficiaries thereof.
- 11.6 **FORCE MAJEURE.** In case performance of any terms or provisions hereof shall be delayed or prevented because of compliance with any law, decree or order of any governmental agency or

authority of local, State or Federal governments or because of riots, war, terrorism, explosions, acts of civil or military authority, acts of public enemy, public disturbances, lack of adequate security escorts, strikes, lockouts, differences with workers, earthquakes, fires, floods, Acts of God or any other reason whatsoever which is not reasonably within the control of the Party whose performance is interfered with and which, by the exercise of reasonable diligence, said Party is unable to prevent; the Party so suffering may, at its option, suspend, without liability, the performance of its obligations hereunder during the period such cause continues.

11.7 MATERIAL CHANGES IN SCOPE OR CIRCUMSTANCES, OR EMERGENCY CIRCUMSTANCES. If at any time during the Term of this Agreement, County requests a change in the scope, volume, quality/degree or quantum of services to be provided by Company, or the scope of services set out herein must materially be changed as a result of any of the following, any of which would result in an increase to the cost of providing the services or which Company notifies the County affects Company's ability to provide the requested scope of services under the circumstances (a "Material Change Circumstance"), including, but not limited to any of the following:

- There is or are new, amended, and/or repealed law(s) or regulation(s) (including statutes, codes, Agency orders/memoranda and/or case law), or changes to the County's policies, procedures, practices, or circumstances, any or all of which render performance under the Agreement partially or completely impracticable or impossible under the Agreement's existing terms;
- There are changes to legal/regulatory requirements concerning the treatment of County's patients, or there are changes to the applicable standard of care or changes to the site's medication formulary, or the United States Food and Drug Administration ("FDA") or another regulatory body recommends, approves, or issues an emergency use authorization for a new therapy/ies, diagnostics or treatment modality/ies that materially impact the Contractor's ability to provide services and/or costs under the Agreement;
- Contractor's performance hereunder is impacted by any event related to a Public Health Emergency (PHE) declared pursuant to Section 319 of the Public Health Service Act, a Disaster declaration pursuant to the Stafford Act (2 U.S.C. §§ 5121-5207), or any similar announcement or proclamation made by the Federal Government or any Federal Agency, any Federally recognized Native American Tribe, or any State, County/Parish or Local Government pursuant to an analogous provision of Federal or non-Federal law or rule (each, an "Emergency Circumstance").

the parties shall follow the procedures outlined in Section 11.7.1 below:

11.7.1 In the event of the occurrence any Material Change Circumstance, upon notice from a Party, the Parties shall meet and in good faith re-negotiate the terms of this Agreement. Neither Party shall unreasonably delay or withhold consent to such negotiations, or the proposed modifications resulting from such negotiations. In the event the Parties are not able to reach mutually acceptable changes to the Agreement after thirty (30) days, either Party may thereafter terminate the Agreement without cause upon providing ninety (90) days' notice thereafter.

11.8 ASSIGNMENT. Except as otherwise provided herein, no Party to this Agreement may assign any of its rights or delegate any of its duties under this Agreement without the prior written consent of the other Parties; provided however, that Company may assign its rights or delegate its duties to an

affiliate of Company, or in connection with the sale of all or substantially all of the stock assets or business of Company, without the prior written consent of the other Parties. Any unauthorized attempted assignment shall be null and void and of no force or effect.

- 11.9 SITUS. This agreement shall be deemed to be accepted and is to be performed in Cumberland County, North Carolina. Any claim, demand, action or suit arising out of or in any manner in connection with this agreement shall be resolved in the Superior Court or in the United States District Court encompassing or in Cumberland County, North Carolina, and no other place or forum.
- 11.10 NOTICES. Any notice of termination, requests, demands or other communications under this Agreement shall be in writing and shall be deemed delivered: (a) when delivered in person to a representative the Parties listed below; (b) upon receipt when mailed by overnight courier service, mailed by first-class certified or registered mail, return receipt requested, addressed to the Party at the address below; or (c) upon confirmation of receipt if sent by facsimile to the fax number of the Party listed below:

If for Company:
Wellpath LLC
Attn: Chief Legal Officer
3340 Perimeter Hill Drive
Nashville, TN 37211

If for County:
Cumberland County Sheriff's Office
Jail Administrator
204 Gillespie Street
Fayetteville, NC 28301

Such address may be changed from time to time by either Party by providing written notice as provided above.

- 11.10 GOVERNING LAW. This Agreement shall be governed by and construed in accordance with the laws of the State of North Carolina without regard to the conflicts of laws or rules of any jurisdiction.
- 11.11 CAPACITY|EXECUTION AUTHORITY. By their signature below, each signatory individual certifies that they are the properly authorized agent or officer of the applicable Party hereto and have the requisite authority necessary to execute this Agreement on behalf of such Party, and each Party hereby certifies to the other than any resolutions necessary to create such authority have been duly passed and are now in full force and effect. Each party to this Agreement affirms, represents, and acknowledges that the respective parties have the authority and capacity to enter this agreement and to perform under this agreement, and that the agreement has been authorized by the respective governing authorities of the parties. Further, without limiting the generality of the foregoing, the parties acknowledge as provided in N.C. Gen. Stat. §147-86.55-69, any person identified as engaging in investment activities in Iran, determined by appearing on the Final Divestment List created by the State Treasurer pursuant to N.C. Gen. Stat. §147-86.57(6) c, and pursuant to N.C. Gen. Stat. §147-86.82 a company identified as boycotting Israel, is ineligible to contract with the State of North Carolina or any political subdivision of the State, including a County or an official in his or her official capacity. Similarly, although directly required, the parties acknowledge North Carolina Gubernatorial Executive order 251 prohibiting State agencies and state entities from doing business in a manner directly benefitting Russia and providing that local governments in North Carolina are strongly encouraged to adopt similar policies to ensure that public dollars and operations do not directly benefit Russian Entities, the parties represent that this agreement does not directly benefit Russian entities, and the parties have the capacity to enter this agreement.

- 11.12 SURVIVAL. The following provisions will survive any termination or expiration of the Agreement: Article VIII, Article IX and Article X.
- 11.13 COUNTERPARTS. This Agreement may be executed in multiple counterparts, each of which shall be deemed an original, and all of which shall be one and the same contract. Similarly, a copy which is and has been fully executed and which does not deviate from and has not been altered from the original and which is stored in portable document format (PDF) shall be treated as and have the same effect as an original. Moreover, any party agrees to accept a document or signature stored in portable document format as the indubitable equivalent of the original and shall in all respects be treated as an original or duplicate original of such document or signature affixed to it, and such digital, electronic or copied signature is and shall be accepted and adopted as the original signature of the party.
- 11.14 TITLES OF PARAGRAPHS. Titles of paragraphs are inserted solely for convenience of reference and shall not be deemed to limit, expand or otherwise affect the provisions to which they relate.
- 11.15 SEVERABILITY. In the event that any one or more provisions of this Agreement shall, for any reason, be held to be invalid, illegal or unenforceable in any respect, such invalidity, illegality or unenforceability shall not affect any other provision of this Agreement and this Agreement shall be construed and enforced as if such invalid, illegal or unenforceable provision had never been contained herein.
- 11.16 JAIL HEALTH PLAN - Company shall prepare and submit to the Sheriff of Cumberland County and to the Cumberland County Health Director on or before November 1 of each year of the contract a Proposed Medical Plan or Jail Health Plan consistent with the provisions under N.C.G.S. §153A-225 designed to protect the health and welfare of the detainees and to avoid the spread of contagious disease, to provide for medical supervision of detainees and emergency medical care for prisoner detainees to the extent necessary for their health and welfare, and to provide for the detection, examination and treatment of prisoners who are infected with tuberculosis or venereal diseases, and other appropriate provisions. The medical plan shall include a description of the health services available to inmates and shall include policies and procedures that address at least the following matters:
- (1) screening of inmates upon admission as required under applicable regulation or rule;
 - (2) handling routine medical care;
 - (3) handling routine care for an inmate's needs related to:
 - (A) mental health;
 - (B) a developmental or intellectual disability; and
 - (C) a substance use disorder;
 - (4) the handling of inmates with chronic illnesses or communicable diseases or conditions;
 - (5) administration, dispensing, and control of prescription and non-prescription medications;
 - (6) handling emergency medical needs, including dental care, substance use disorder, pregnancy, and mental health;
 - (7) maintenance, preservation, and confidentiality of medical records; and
 - (8) privacy during medical examinations and conferences with medical or mental health personnel.

Under the plan inmates shall be provided an opportunity each day to communicate their health complaints to medical personnel, mental health personnel, or an officer. Medical personnel or

mental health personnel shall be available to evaluate the needs of inmates related to medical care, mental health care, a substance use disorder, and a developmental or intellectual disability.

11.18 IRAN DIVESTMENT ACT CERTIFICATION. Company hereby certifies that Company, and all subcontractors, are not on the Iran Final Divestment List ("List") created by the North Carolina State Treasurer pursuant to N.C.G.S. 147-86.55-69. COMPANY shall not utilize any subcontractor that is identified on the List.

11.17 E-VERIFY. Company shall comply with the provisions of Article 2 of Chapter 64 of the North Carolina General Statutes and the terms of N.C. Gen. Stat. § 143-133.3. Without limiting the generality of the foregoing, Company, as an employer shall comply with and certify that continued compliance with the provisions of N.C. Gen. Stat. § 64-26, and verify the work authorization of the employee through E-Verify. Further, such employer shall retain the record of the verification of work authorization required by such provision of law while the employee is employed and for one year thereafter, and shall make such certification and offer such proof of compliance as may reasonably be required by the other party to this agreement.

11.18 COMPLIANCE WITH LAW, REGULATIONS, POLICIES, STANDARDS, AND DIRECTIVES. Having due regard to the foregoing, the parties to this agreement shall comply with all laws, regulations and ordinances, directives, executive orders, or other requirements of any governments or agencies thereof which may govern its performance under this Agreement, including, but not limited to the provisions of Chapters 12, 15A, 122C, 153A, and 162 of the North Carolina General Statutes, and, in particular, but without limitation, Article 3 of Chapter 114 of the North Carolina General Statutes; and all equal employment laws, and other applicable law as well as all applicable State and Federal laws and regulations as well as applicable ordinances of local government, especially those of the County of Cumberland, and particularly including, but not limited to DCI, CJIS, PREA and related provisions of law as well as the policies, directives of the Office of Sheriff and applicable standards, specifically including, but not limited to its PREA policies and directives, and shall cause to be executed any further assurances, and the like, requisite to compliance with the same.

Further, the parties acknowledge that the Sheriff has control over the jail and has appointed the Chief Jailer to serve and assist as Keeper of the Jail. As such any and all persons, seeking entry into the secure areas of the jail must be satisfactory to the Sheriff or the Keeper of the jail, and must provide adequate proof satisfactory to the Sheriff in the Sheriff's sole discretion of suitability to enter or remain in the jail premises, including, but not limited to submission to background investigations and other checks, and any such person, entity or the like shall be subject to removal from the jail at any time that the Sheriff may determine for reasons satisfactory to the Sheriff, without more.

11.19 CIVIL RIGHTS – ADA COMPLIANCE/NON-DISCRIMINATION/ANTI-RETALIATION. Without limiting the generality of the foregoing, the parties shall comply with Title VI and VII of the Civil Rights Acts of 1984, Section 504, of the Rehabilitation Act of 1973, and the Americans With Disabilities act of 1990 (ADA), Chapter 168 of the North Carolina General Statutes and all requirements imposed by the requisite Federal regulations, rules and guidelines issued pursuant to these Titles with respect to the personnel employed or deployed pursuant to this agreement, and shall conform to and comply with the anti-retaliation policies adopted by the Sheriff of Cumberland County.

- 11.20 NON-APPROPRIATION: This Agreement shall be subject to the annual appropriation of funds by the Cumberland County Board of Commissioners. Notwithstanding any provision herein to the contrary, in the event funds are not appropriated for this Agreement, County shall be entitled to immediately terminate this Agreement, without penalty or liability, except the payment of all contract fees due under this Agreement through and including the last day of service.

The total annual contract amount paid to COMPANY by COUNTY under this agreement shall not exceed the annual amounts shown below, unless the contract is amended in advance and approved by both parties in written form:

December 1, 2023 to June 30, 2024: \$2,511,283.81

Year 1: \$4,305,058,

Year 2: \$4,498,786,

Year 3: \$4,701,231

- 11.21 ENTIRE AGREEMENT. This Agreement constitutes the entire Agreement of the Parties and is intended as a complete and exclusive statement of the promises, representations, negotiations, discussions and Agreements that have been made in connection with the subject matter hereof. This Agreement may be amended at any time, but only with the written consent of all Parties, and in written form similar to this document, and executed in the same manner as this document.

REMAINDER OF PAGE LEFT INTENTIONALLY BLANK

IN WITNESS WHEREOF, the Parties have caused this Agreement to be executed as their official act by their respective representative, each of whom is duly authorized to execute the same.

CUMBERLAND COUNTY

BY: _____
**DR. TONI STEWART, CHAIRWOMAN
BOARD OF COUNTY COMMISSIONERS**

WELLPATH LLC

DocuSigned by:
Justin Searle
BY: _____
**JUSTIN SEARLE, PRESIDENT
WELLPATH LLC, LOCAL GOVERNMENT HEALTH**

This instrument has been pre-audited
in the manner required by the Local
Government Budget and Fiscal Control Act.

Approved for Legal Sufficiency upon
formal execution by all parties.

BY: _____
County Finance Director

BY: _____
County Attorney's Office

EXHIBIT A

Cumberland County, NC									
TITLE	Mon	Tues	Wed	Thur	Fri	Sat	Sun	Week	FTEs
Days									
Health Services Administrator	8	8	8	8	8			40	1.000
Medical Director			6					6	0.150
Director of Nursing	8	8	8	8	8			40	1.000
Mid-level Practitioner NP/PA	6	6		6	6			24	0.600
Registered Nurse	12	12	12	12	12	12	12	84	2.100
Registered Nurse - Sick Call	12	12	12	12	12	12	12	84	2.100
Licensed Practical Nurse	12	12	12	12	12	12	12	84	2.100
Licensed Practical Nurse - Intake	12	12	12	12	12	12	12	84	2.100
Medication Tech	24	24	24	24	24	24	24	168	4.200
Medical Assistant	8	8	8	8	8			40	1.000
Psychiatrist (Telepsych)			4					4	0.100
Psych NP	6	5		5	6			22	0.550
Mental Health Coordinator	8	8	8	8	8			40	1.000
Mental Health Professional	8	8	8	8	8			40	1.000
Discharge Planner	8	8	8	8	8			40	1.000
Dentist		5.5		5.5				11	0.275
Dental Assistant		5.5		5.5				11	0.275
Administrative Assistant	8	8	8	8	8			40	1.000
Subtotal								862	21.550
Nights									
Registered Nurse	12	12	12	12	12	12	12	84	2.100
Licensed Practical Nurse	12	12	12	12	12	12	12	84	2.100
Medication Tech	12	12	12	12	12	12	12	84	2.100
Subtotal								252	6.300
TOTAL								1,114	27.850

EXHIBIT B

Reportable Metrics

of Hospital Admissions

Among hospital admissions, top 5 reasons for hospital admissions

Sent to the Emergency Room

Outside Medical Visits (includes any specialist physician appointments)

of In House X Rays Services

Seen on Site by Mental Health

Seen by Physician or Physician Providers

Seen by Dentist (includes onsite and off site)

of Receiving Screens done by Medical Staff

seen by medical staff for sick call

of RPRs performed (STDs)

of other STDs treated

of medical refusals by inmates

of inmate blood sugar checks

of inmate blood pressure checks

of TB screens and/or PPD tests

of TB positive patients in house

of Staph/MRSA patients in house

of pregnant females

of HIV patients in house

of HIV patients receiving treatment

of inmates placed on suicide watch

of inmate deaths

of inmates on detox protocols

of diabetic patients

of asthma patients

of medication administered

of Health Assessment Completed

- Mental Health admissions and substance abuse
- Number of individuals with a diagnosed mental health and/or substance use disorder
- Number of individuals who are on Medication Assisted Treatment (MAT) maintenance
- Number of individuals who initiated Medication Assisted Treatment (MAT)
- Number of individuals referred for MAT after exiting the facility
- Number of individuals in treatment who were previously incarcerated

testing positive for COVID

testing positive for other reportable communicable diseases

Number of individuals receiving services who are veterans



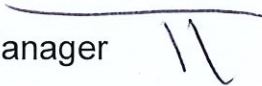
**Cumberland County
SHERIFF'S OFFICE**
Ennis W. Wright, Sheriff




Internationally Accredited Law Enforcement Agency

MEMORANDUM

TO: Board of County Commissioners

FROM: Teresa Tyndall, Sheriff's Office Business Manager 

THRU: Ennis Wright, Sheriff 

DATE: October 26, 2023

SUBJECT: Budget Revision to add funds to Jail Health

The Sheriff's Office is requesting to add additional funding to the Jail Health (1014306-533301) from the Fund Balance. This was not budgeted in the original budget. The amount of the contract for Wellpath is \$2,512,000.00. The amount we are requesting is \$1,725,000.00.

Due to not having a contract for Contracted Services at the time, the Health Department was providing inmate services until we could get the Wellpath Contract processed and completed. They have provided and will continue to provide services through November.

Wellpath will be providing health care/dental services for the inmates through the rest of the Fiscal year.

Your favorable consideration of this request is appreciated. Please contact us if any additional information is needed. Budget Revision #241019 has been entered.



DEPARTMENT OF SOCIAL SERVICES

**MEMORANDUM FOR THE AGENDA OF THE NOVEMBER 9, 2023
AGENDA SESSION**

TO: BOARD OF COUNTY COMMISSIONERS

FROM: BRENDA REID JACKSON, SOCIAL SERVICES DIRECTOR

DATE: 11/9/2023

SUBJECT: MEDICAID EXPANSION LOCAL PLAN

Requested by: CLARENCE GRIER, COUNTY MANAGER

Presenter(s): BRENDA REID JACKSON, SOCIAL SERVICES DIRECTOR

BACKGROUND

The Governor announced Medicaid Expansion will go live on December 1, 2023, making an estimated 35,000 to 40,000 Cumberland County residents eligible for new and expanded services. At the same time, Public Health Emergency (PHE), which has been in place since the COVID pandemic began in 2020, ended. With the ending of PHE, thousands of Medicaid recipients are now required to reapply for eligibility. The Franklin vs. Kinsley Class Action Lawsuit went into effect on March 14, 2023 and requires stringent telephone response to Medicaid recipients during the review process.

These changes will generate an increase in both the number of applications taken and in the annual reviews (recertification) of all approved applications, which is a state requirement. Citizens can inquire about the program, apply for, conduct a review, and report changes for Medicaid in-person, electronically and/or by telephone. As a result of these changes, we anticipate an overwhelming increase in the workload of Cumberland County's Medicaid program.

Cumberland County received \$269,609 in State Continuous Coverage Unwinding (CCU) funds and \$604,646.00 in Supplemental Nutrition Assistance Program (SNAP) American Rescue Plan Act (ARPA) Revenue Replacement funds from NC Department of Health & Human Services (NC DHHS). On October 16, 2023 the Board of Commissioners received an overview of Medicaid changes including expansion and

approved the use of these funds to create the technology infrastructure for a Medicaid Call Center and Registration-Self Service Kiosks.

Brenda Reid Jackson, Social Services Director will give a presentation on the Medicaid Expansion Local Plan. Information regarding the plan will be provided at the meeting.

RECOMMENDATION / PROPOSED ACTION

Request consideration to place this item on the November 20, 2023 Board of Commissioners meeting consent agenda for approval of the Medicaid Expansion Local Plan.



OFFICE OF THE COUNTY ATTORNEY

**MEMORANDUM FOR THE AGENDA OF THE NOVEMBER 9, 2023
AGENDA SESSION**

TO: BOARD OF COUNTY COMMISSIONERS

FROM: COUNTY ATTORNEY

DATE: 11/1/2023

**SUBJECT: APPLICATION AND ENFORCEMENT OF COUNTY'S ABANDONED,
NUISANCE AND JUNKED MOTOR VEHICLES ORDINANCE IN
MUNICIPALITIES**

Requested by: CLARENCE GRIER, COUNTY MANAGER

Presenter(s): COUNTY ATTORNEY

BACKGROUND

The county manager has requested to establish a mechanism for the county to apply and enforce its Abandoned, Nuisance and Junked Motor Vehicles Ordinance within the corporate limits of municipalities within the county. This can be done by the board adopting a resolution finding the necessity for it and adopting a text amendment to the ordinance which expands the county's jurisdiction to include those municipalities which adopt a resolution permitting it. A town is authorized to adopt a resolution permitting it by N.C.G.S. § 153A-122. This is an ordinance that is specifically authorized by G.S. 153A-132 without conducting a public hearing.

RECOMMENDATION / PROPOSED ACTION

If the board wishes to allow the expansion of the county's jurisdiction into municipalities for this purpose, the county attorney advises to first adopt the resolution finding the necessity for it and then adopt an appropriate text amendment to the ordinance, attached as **Resolution Exhibit** and **Text Amendment Exhibit**.

ATTACHMENTS:

Description

Resolution Exhibit and Text Amendment Exhibit

Type

Backup Material

Resolution to Apply and Enforce the County's Abandoned, Nuisance and Junked Motor Vehicles Ordinance in Those Municipalities Requesting It

Whereas, Cumberland County has had an ordinance regulating, restraining, and prohibiting abandoned, nuisance and junked motor vehicles on public and private property within the county's jurisdiction since 1988; and

Whereas, the board of commissioners finds the following:

- (1) The municipalities within the county are population centers and are positioned as gateways into the county.
- (2) The comprehensive application and enforcement of this ordinance within these gateway municipalities is necessary to abate conditions that are detrimental to the health, safety, or welfare of the citizens residing within and outside the municipalities' limits.

Be it therefore resolved, the Cumberland County Board of Commissioners will consider the request of any municipality within the county to expand the county's jurisdiction into the municipality for the purpose of applying and enforcing the county's Abandoned, Nuisance and Junked Motor Vehicles ordinance, and shall adopt a text amendment to the ordinance for this purpose.

Text Amendment

Chapter 9, Article III, Sec. 9-41. Territorial Jurisdiction, of the Cumberland County Code is amended as follows:

(a) This article is applicable to any area within the territorial jurisdiction of the County of Cumberland County, North Carolina, ~~not within the territorial limits of a duly constituted municipality~~ and within the territorial limits of any municipality within the county for which the governing board of the municipality has adopted a resolution pursuant to N.C.G.S. § 153A-122(b) permitting this ordinance to be applicable within the municipality's jurisdiction and for which the county's governing board adopts a resolution accepting the municipality's jurisdiction for this purpose.

(b) The Clerk to the Board of Commissioners shall maintain a copy of the permitting and accepting resolutions in the Ordinance Book with this ordinance.



OFFICE OF THE COUNTY ATTORNEY

MEMORANDUM FOR THE AGENDA OF THE NOVEMBER 9, 2023
AGENDA SESSION

TO: BOARD OF COUNTY COMMISSIONERS

FROM: COUNTY ATTORNEY

DATE: 11/1/2023

**SUBJECT: APPLICATION AND ENFORCEMENT OF COUNTY'S MINIMUM
HOUSING AND NONRESIDENTIAL BUILDING CODE IN
MUNICIPALITIES**

Requested by: CLARENCE GRIER, COUNTY MANAGER

Presenter(s): COUNTY ATTORNEY

BACKGROUND

The county manager has requested to finalize what is needed for the county to apply and enforce its Minimum Housing and Nonresidential Building Code in the municipalities that request the county to do so. The Towns of Eastover, Stedman, and Falcon took appropriate action under N.C.G.S. § 160A-441 and entered interlocal agreements for the county to apply and enforce its ordinance in their jurisdictions. The Towns of Wade, Linden and Godwin took appropriate action under N.C.G.S. § 160D-202(f) to request the county to apply and enforce its ordinance in their jurisdictions. The Towns of Linden and Godwin entered interlocal agreements with the county for enforcement, but the Town of Wade did not.

These statutes do not require the county to have an interlocal agreement with a town for the county to apply and enforce the county's ordinance. The interlocal agreements were recommended by the county attorney to shift the liability and responsibility for all costs associated with any claim made or lawsuit filed against the county or any of its officials or employees arising out of enforcement of the ordinance to the town. All costs of enforcement are the responsibility of the county. If the board wishes to accept the jurisdiction of the Town of Wade without the interlocal agreement, the interlocal agreements with the other towns should be rescinded.

The resolutions accepting the towns' jurisdictions were made effective upon the county's minimum housing code being amended to expand the county's jurisdiction for this purpose. That must be done by a text amendment adopted after a public hearing with two weeks' public notice. Because the towns' resolutions were made before and after the statutory change moving the authority for minimum housing ordinances to Chapter 160D, the county attorney recommends that the board adopt a single resolution accepting the jurisdictions of these towns for this purpose.

RECOMMENDATION / PROPOSED ACTION

The county attorney recommends the following actions to commence application and enforcement of the county's minimum housing code in the towns that have requested it and the board has accepted:

- (1) The board continue to require the interlocal agreements which shift the liability and responsibility for all costs associated with any claim made or lawsuit filed against the county or any of its officials or employees arising out of enforcement of the ordinance to the town.
- (2) The board adopt a single resolution accepting the jurisdiction of all the towns to be maintained with the ordinance in the ordinance book. The form of the resolution is attached as **Resolution Exhibit**.
- (3) The board adopt a text amendment to the Minimum Housing and Nonresidential Building Code expanding the county's jurisdiction into those municipalities which have requested it and the board has accepted, after a public hearing upon two-weeks' public notice. The form of the text amendment attached as **Text Amendment Exhibit**.

ATTACHMENTS:

Description	Type
RESOLUTION EXHIBIT	Backup Material
TEXT AMENDMENT EXHIBIT	Backup Material

Cumberland County Board of Commissioners
Resolution to Accept the Jurisdictions of the Towns of Eastover, Stedman, Falcon,
Wade*, Linden and Godwin for the Application and Enforcement of the
County's Minimum Housing and Nonresidential Building Code

Whereas, former N.C.G.S. § 160A-441 authorized, and current N.C.G.S. § 160D-202 authorizes, a town to request a county to accept the town's jurisdiction for the application and enforcement of the county's minimum housing ordinance or code, and for a county to accept such jurisdiction to apply and enforce its minimum housing ordinance or code; and

Whereas, the governing boards of the Towns of Eastover, Stedman and Falcon adopted resolutions pursuant to former N.C.G.S. § 160A-441 requesting the county to accept the towns' respective jurisdictions for the purpose of applying and enforcing the county's Minimum Housing Code, being Article IV, Chapter 4, *Cumberland County Code*, with a copy of each town's resolution attached hereto; and

Whereas, the governing boards of the Towns of Wade, Linden and Godwin adopted resolutions pursuant to N.C.G.S. § 160D-202 requesting the county to accept the towns' respective jurisdictions for the purpose of applying and enforcing the county's Minimum Housing Code, being Article IV, Chapter 4, *Cumberland County Code*, with a copy of each town's resolution attached hereto; and

Whereas, the county's Minimum Housing Code was amended June 21, 2021, with one of the amendments changing its title to Minimum Housing and Nonresidential Building Code.

Now therefore, be it resolved that the Cumberland County Board of Commissioners does hereby accept the jurisdictions of the Towns of Eastover, Stedman, Falcon, Wade, Linden and Godwin for the application and enforcement of the County's Minimum Housing and Nonresidential Building Code, being Article IV, Chapter 4, *Cumberland County Code*.

Be it further resolved that the effective date of the application of the county's Minimum Housing and Nonresidential Building Code within the jurisdictions of these towns shall be the date the amendment expanding the jurisdiction of the county's Minimum Housing and Nonresidential Building Code is adopted by the Board of Commissioners after public hearing.

Adopted November _____. 2023

Cumberland County Board of Commissioners
By:

Toni Stewart, Chair

***Note that Wade will only be included if the board determines not to require the interlocal agreement.**

Text Amendment to Expand Jurisdiction of the Minimum Housing Ordinance

Chapter 4, Article IV, Division 3. Enforcement, of the Cumberland County Code is amended by adding a new Sec. 4-87 as follows:

Sec. 4-87. Territorial Jurisdiction.

(a) This article is applicable to any area within the territorial jurisdiction of the County of Cumberland, North Carolina, and within the territorial limits of any municipality within the county for which the governing board of the municipality has adopted a resolution pursuant to former N.C.G.S. § 160A-441, N.C.G.S. § 160D-202, or any other statutory authority requesting this ordinance or code to be applicable within the municipality's jurisdiction and for which the county's governing board adopts a resolution accepting the municipality's jurisdiction for this purpose.

(b) The Clerk to the Board of Commissioners shall maintain a copy of the requesting and accepting resolutions in the Ordinance Book with this ordinance.



OFFICE OF THE COUNTY ATTORNEY

MEMORANDUM FOR THE AGENDA OF THE NOVEMBER 9, 2023
AGENDA SESSION

TO: BOARD OF COUNTY COMMISSIONERS

FROM: COUNTY ATTORNEY

DATE: 11/1/2023

SUBJECT: ZONING ORDINANCE AMENDMENT TO REGULATE THE LOCATION OF BUSINESSES SELLING TOBACCO AND HEMP PRODUCTS AS THEIR PRINCIPAL SALES

Requested by: VICE-CHAIR ADAMS

Presenter(s): COUNTY ATTORNEY

BACKGROUND

Vice-chair Adams requested the county attorney to advise the board of commissioners on what can be done to impose location restrictions on businesses commonly referred to as vape shops. Vice-chair Adams is interested in the approach taken by Wake County.

Wake County amended its Unified Development Ordinance October 16, 2023, to restrict the location of new businesses selling tobacco and hemp products as their principal sales. These businesses are now prohibited from locating within 1,000 feet of any other business selling tobacco and hemp products as their principal sales or any property used as a school, public park, greenway or residence. The definitions of tobacco and hemp products includes any electronic device that delivers nicotine, THC or other substances to the person inhaling from the device. Wake County staff reported that five municipalities in Wake County had a form of this zoning restriction in place and there were ten schools and one park in the county that were within 1,000 feet of commercially zoned land in the county's zoning jurisdiction. The Wake County text amendment is attached for information purposes.

This is a regulation of land use that must be done through the zoning ordinance. N.C.G.S. § 160D-604(b)

requires all proposed zoning regulation to be submitted to the planning board for review and comment. N.C.G.S. § 160D-601(a) requires the board to give notice of a public hearing on the proposed text amendment for two successive weeks in advance of the hearing before considering and voting on the proposed text amendment.

The county also has authority to enact ordinances to “define, regulate, prohibit, or abate acts, omissions, or conditions detrimental to the health, safety, or welfare of its citizens” which is broad enough to regulate the use of vaping devices in public places. N.C.G.S. § 153A-121. This, however, is not authorized by the same statutes that authorize smoking tobacco products because that regulates only the use of tobacco that is lighted. A stand-alone ordinance regulating the use of the products typically sold in vape shops is another option the board can consider. It could be modeled on the county’s Smoking Ordinance but should not be part of that ordinance.

RECOMMENDATION / PROPOSED ACTION

The county attorney requests direction from the board as to its wishes on this proposed regulation of the location of vape shops or the use of vaping products.

ATTACHMENTS:

Description

Wake County Text Amendment

Type

Backup Material

Wake County Text Amendments to Regulate the Location of Tobacco and Hemp Retail Businesses

Article 4-64 – Tobacco and Hemp Retail

Tobacco and Hemp Retail must comply with the following standards:

4-64-1 The site of the establishment must be located at least 1,000 feet—measured in a straight line from property line to property line—from the site of any other Tobacco and Hemp Retail establishment that exists or has been permitted.

4-64-2 The site of the establishment must be located at least 1,000 feet—as measured in a straight line from property line to property line—from any of the following use types: elementary, middle, or high school, public park, greenway, or residence.

4-64-3 There shall not be more than one use subject to these standards on the same property or in the same building, structure, or portion thereof.

Tobacco and Hemp Retail

The principal sales and/or distribution of:

A. Any product that contains tobacco or nicotine, irrespective of whether the nicotine is tobacco-derived or synthetic, and is intended for human consumption, as defined by G.S. § 14-313(4). As used in this subchapter, "tobacco product" includes but is not limited to: cigarettes, cigars, pipe tobacco, electronic cigarettes, hookah, smoked or vaped tobacco substitutes, chewing tobacco, snuff, snus, dissolvable tobacco products, and heated tobacco products. Tobacco product does not include nicotine replacement products approved by the USFDA for treatment of tobacco use and dependence.

B. Any product that contains tetrahydrocannabinol (THC), irrespective of whether the THC is hemp derived or synthetic. Products that contain no greater than .3% THC are exempt.

C. Any product that contains *Mitragyna speciosa*, commonly known as kratom.

D. Any electronic device that delivers nicotine, THC or other substances to the person inhaling from the device, including, but not limited to, an electronic cigarette, electronic cigar, electronic pipe, vape, or electronic hookah.

E. Tobacco and hemp retail shall also mean any person who primarily sells, offers for sale, or does or offers to exchange for any form of consideration, tobacco, tobacco products, or tobacco paraphernalia.



FINANCE DEPARTMENT

MEMORANDUM FOR THE AGENDA OF THE NOVEMBER 9, 2023
AGENDA SESSION

TO: BOARD OF COUNTY COMMISSIONERS

FROM: IVONNE MENDEZ, DEPUTY FINANCE DIRECTOR

DATE: 10/31/2023

SUBJECT: FINANCIAL REPORT

Requested by: CLARENCE GRIER, COUNTY MANAGER

Presenter(s): N/A

BACKGROUND

The financial report included shows results of the general fund for the first quarter of fiscal year 2024. Results of fiscal year 2023 will be added upon completion of the audit. Additional detail has been provided on a separate page explaining any percentages that may appear inconsistent with year-to-date budget expectations.

RECOMMENDATION / PROPOSED ACTION

For information purposes only. No action needed.

ATTACHMENTS:

Description	Type
Monthly Financial Report	Backup Material

**County of Cumberland
General Fund Revenues**

REVENUES	FY23-24 ADOPTED BUDGET	FY23-24 REVISED BUDGET	YTD ACTUAL (unaudited) AS OF September 30, 2023	PERCENT OF BUDGET TO DATE	*
Ad Valorem Taxes					
Current Year	\$ 174,316,451	\$ 174,316,451	\$ 19,841,868	11.4%	(1)
Prior Years	1,274,781	1,274,781	362,897	28.5%	
Motor Vehicles	27,054,585	27,054,585	4,548,834	16.8%	(2)
Penalties and Interest	732,162	732,162	124,469	17.0%	
Other	1,150,355	1,150,355	307,141	26.7%	
Total Ad Valorem Taxes	204,528,334	204,528,334	25,185,208	12.3%	
Other Taxes					
Sales	66,330,475	66,330,475	-	0.0%	(3)
Real Estate Transfer	2,200,000	2,200,000	493,850	22.4%	
Other	832,262	832,262	101,296	12.2%	
Total Other Taxes	69,362,737	69,362,737	595,146	0.9%	
Unrestricted & Restricted Intergovernmental Revenues	72,884,504	76,089,530	6,976,124	9.2%	(4)
Charges for Services	13,391,478	13,436,603	3,541,558	26.4%	(5)
Other Sources (includes Transfers In)	10,738,371	10,781,362	242,013	2.2%	
Lease Land CFVMC	4,532,728	4,532,728	4,318,863	95.3%	
Total Other	15,271,099	15,314,090	4,560,877	29.8%	
Total Revenue	\$ 375,438,152	\$ 378,731,294	\$ 40,858,913	10.8%	
Fund Balance Appropriation	6,454,775	14,049,221	-	0.0%	
Total Funding Sources	\$ 381,892,927	\$ 392,780,515	\$ 40,858,913	10.4%	

County of Cumberland
General Fund Expenditures

DEPARTMENTS	YTD ACTUAL				PERCENT OF BUDGET TO DATE	**
	FY23-24 ADOPTED BUDGET	FY23-24 REVISED BUDGET	(unaudited) AS OF September 30, 2023			
Governing Body	\$ 737,485	\$ 748,620	\$ 185,511		24.8%	
Administration	2,981,741	2,981,741	550,726		18.5%	
Public Information	1,789,756	1,829,490	312,254		17.1%	
Human Resources	1,350,074	1,350,074	353,673		26.2%	
Court Facilities	144,720	144,720	8,902		6.2% (1)	
Facilities Maintenance	1,261,435	1,272,549	213,169		16.8%	
Landscaping & Grounds	789,040	789,040	141,873		18.0%	
Carpentry	234,055	234,055	49,370		21.1%	
Facilities Management	1,595,264	1,595,264	354,971		22.3%	
Public Buildings Janitorial	1,276,630	1,276,630	267,536		21.0%	
Central Maintenance	4,423,015	5,579,743	781,025		14.0% (2)	
Innovation & Technology Services	9,229,693	9,430,063	2,068,920		21.9%	
Board of Elections	1,885,321	1,885,321	229,712		12.2% (3)	
Financial Services	1,568,394	1,568,394	296,187		18.9%	
Legal	1,321,291	1,321,291	289,283		21.9%	
Register of Deeds	2,799,411	3,240,177	498,130		15.4%	
Tax	7,325,216	7,365,716	1,655,142		22.5%	
General Government Other	6,489,381	10,680,566	629,666		5.9% (4)	
Sheriff	59,905,448	60,144,915	11,202,261		18.6%	
Emergency Services	5,076,820	5,266,527	913,296		17.3%	
Justice Services	742,383	742,383	146,993		19.8%	
Youth Diversion	37,691	37,691	8,112		21.5%	
Animal Services	4,493,335	4,524,885	861,512		19.0%	
Public Safety Other (Medical Examiners, NC Detention Subsidy)	2,034,642	2,589,442	326,265		12.6% (5)	
Health	33,250,408	33,323,530	6,452,168		19.4%	
Mental Health	5,717,199	5,717,199	1,328,705		23.2%	
Social Services	70,087,126	71,563,457	11,341,719		15.8%	

County of Cumberland
General Fund Expenditures

DEPARTMENTS	YTD ACTUAL				PERCENT OF BUDGET TO DATE	**
	FY23-24 ADOPTED BUDGET	FY23-24 REVISED BUDGET	(unaudited) AS OF September 30, 2023			
Veteran Services	603,701	603,701	141,339		23.4%	
Child Support	6,227,054	6,227,054	1,166,307		18.7%	
Spring Lake Resource Administration	61,649	81,649	822		1.0%	(6)
Library	11,605,594	11,999,770	2,364,059		19.7%	
Culture Recreation Other (Some of the Community Funding)	459,923	459,923	-		0.0%	(7)
Planning	3,606,363	3,626,903	700,206		19.3%	
Engineering	2,422,932	2,431,021	124,997		5.1%	(8)
Cooperative Extension	865,386	865,386	135,701		15.7%	
Location Services	237,473	237,473	60,035		25.3%	
Soil Conservation	590,634	2,128,220	63,374		3.0%	(9)
Public Utilities	104,723	104,723	23,315		22.3%	
Economic Physical Development Other	20,000	20,000	20,000		100.0%	
Industrial Park	-	-	-			
Economic Incentive	468,126	468,126	30,126		6.4%	(10)
Water and Sewer	100,000	200,843	-		0.0%	(11)
Education	104,595,132	104,595,132	25,748,783		24.6%	
DWI Court	-	149,845	-		0.0%	(12)
Other Uses:						
Transfers Out	21,377,263	21,377,263	-		0.0%	(13)
TOTAL	\$ 381,892,927	\$ 392,780,515	\$ 72,046,145		18.3%	

Expenditures by Category	YTD ACTUAL				PERCENT OF BUDGET TO DATE	
	FY23-24 ADOPTED BUDGET	FY23-24 REVISED BUDGET	(unaudited) AS OF September 30, 2023			
Personnel Expenditures	\$ 174,893,528	\$ 175,082,775	\$ 34,043,673		19.4%	
Operating Expenditures	181,714,774	187,892,816	37,652,696		20.0%	
Capital Outlay	3,907,362	8,427,661	349,776		4.2%	
Transfers To Other Funds	21,377,263	21,377,263	-		0.0%	(13)
TOTAL	\$ 381,892,927	\$ 392,780,515	\$ 72,046,145		18.3%	

COUNTY OF CUMBERLAND

Fiscal Year 2024 - September Year-to-Date Actuals (Report Run Date: October 25, 2023)

Additional Detail

General Fund Revenues

*

- (1) **Current Year Ad Valorem 11.4%** - The bulk of revenues are typically recorded between November - January.
- (2) **Motor Vehicles 16.8%** - YTD Actual reflects 2 months of collections.
- (3) **Sales Tax 0.0%** - Collections for the fiscal year are first recorded in October.
- (4) **Unrestricted/Restricted Intergovernmental 9.2%** - There is typically a one to two month lag in receipt of this funding.
- (5) **Charges for Services 26.4%** - The largest component of charges for services is revenue from the Board of Ed for security at 21% of budget. 13% of that revenue has been billed/collected to date.

General Fund Expenditures

**

- (1) **Court Facilities 6.2%** - Expenditures are for repairs, supplies, and furniture/equipment on an as needed basis and spending has been low so far this fiscal year.
- (2) **Central Maintenance 14.0%** - Approximately \$2.9M are unexpended between the vehicle and fuel object codes.
- (3) **Board of Elections 12.2%** - Expenditures are low at this time as many budgeted expenses are related to upcoming elections.
- (4) **General Government Other 5.9%** - Approximately \$3.2M in Freed-Up Capacity funds were budgeted but not yet expended. Approximately \$1.5M was budgeted for the Employee Daycare and \$3.5M for Non-Profit Assistance that is not yet expended.
- (5) **Public Safety Other 12.6%** - Expenditures are in line with past fiscal year trends at this point in the fiscal year.
- (6) **Spring Lake Resource Administration 1.0%** - New custodial position is being paid from incorrect organization. Staff have been notified and correction is being made.
- (7) **Culture Recreation Other 0.0%** - Community funding contracts and payments are still being processed.
- (8) **Engineering 5.1%** - Approximately \$1.7M was budgeted for the purchase of generators and are unexpended.
- (9) **Soil Conservation 3.0%** - Approximately \$1.4M in USDA Grant funds were budgeted and are unexpended.
- (10) **Economic Incentive 6.4%** - Economic incentives are paid when the company complies.
- (11) **Water and Sewer 0.0%** - Expenditures are in line with past fiscal year trends at this point in the fiscal year.
- (12) **DWI Court 0.0%** - Reallocation of expenditures is in process.
- (13) **Transfers Out 0.0%** - Transfers are often prepared toward the end of the fiscal year.



AMERICAN RESCUE PLAN

MEMORANDUM FOR THE AGENDA OF THE NOVEMBER 9, 2023 AGENDA SESSION

TO: BOARD OF COUNTY COMMISSIONERS

FROM: TYE VAUGHT, CHIEF OF STAFF

DATE: 10/24/2023

SUBJECT: ARPA QUARTERLY PROJECT AND EXPENDITURE REPORT AS OF
SEPTEMBER 30, 2023

Requested by: CLARENCE GRIER, COUNTY MANAGER

Presenter(s): N/A

BACKGROUND

Quarterly project and expenditure reporting of American Rescue Plan Act funding is required for metropolitan cities and counties with a population that exceeds 250,000. Cumberland County's quarterly report of projects and expenditures was submitted for the timeframe of July 1, 2023 through September 30, 2023 on October 24, 2023 as shown within the attached report.

RECOMMENDATION / PROPOSED ACTION

No action needed. For information purposes only.

ATTACHMENTS:

Description	Type
ARPA P&E Report for quarter ending September 30, 2023	Backup Material

SLFRF Compliance Report - SLT-1353 - P&E Report - Q3 2023

Report Period : Quarter 3 2023 (July-September)

Recipient Profile

Recipient Information

Recipient UEI	VAUSC2ZZKJ78
Recipient TIN	566000291
Recipient Legal Entity Name	County Of Cumberland, North Carolina
Recipient Type	Metro City or County
FAIN	
CFDA No./Assistance Listing	
Recipient Address	117 Dick Street
Recipient Address 2	
Recipient Address 3	
Recipient City	Fayetteville
Recipient State/Territory	NC
Recipient Zip5	28301
Recipient Zip+4	
Recipient Reporting Tier	Tier 1. States, U.S. territories, metropolitan cities and counties with a population that exceeds 250,000 residents
Base Year Fiscal Year End Date	6/30/2024
Discrepancies Explanation	
Who approves the budget in your jurisdiction?	Other (Specify)
Is your budget considered executed at the point of obligation?	Yes
Is the Recipient Registered in SAM.Gov?	Yes

Project Overview

Project Name: COVID19 Vaccinations

Project Identification Number	AR101
Project Expenditure Category	1-Public Health
Project Expenditure Subcategory	1.1-COVID-19 Vaccination
Status To Completion	Completed
Adopted Budget	\$72,086.00
Program Income Earned	\$0.00
Program Income Expended	\$0.00
Total Cumulative Obligations	\$72,086.00
Total Cumulative Expenditures	\$72,086.00
Current Period Obligations	\$0.00
Current Period Expenditures	\$0.00
Project Description	Cumberland County's self-funded claims costs for vaccinations.
Does this project include a capital expenditure?	No
What Impacted and/or Disproportionally Impacted population does this project primarily serve?	1 Imp General Public
Brief description of structure and objectives of assistance program(s), including public health or negative economic impact experienced	Reimburse Cumberland County for self-funded claims for vaccinations.
Brief description of recipient's approach to ensuring that response is reasonable and proportional to a public health or negative economic impact of Covid-19	Review of claims data from BCBS.

Project Name: COVID Testing

Project Identification Number	AR102
Project Expenditure Category	1-Public Health
Project Expenditure Subcategory	1.2-COVID-19 Testing
Status To Completion	Completed
Adopted Budget	\$166,000.00
Program Income Earned	\$0.00
Program Income Expended	\$0.00
Total Cumulative Obligations	\$166,000.00
Total Cumulative Expenditures	\$166,000.00
Current Period Obligations	\$0.00
Current Period Expenditures	\$0.00
Project Description	Cumberland County's self-funded claims costs for COVID19 testing

Does this project include a capital expenditure?	No
What Impacted and/or Disproportionally Impacted population does this project primarily serve?	1 Imp General Public
Brief description of structure and objectives of assistance program(s), including public health or negative economic impact experienced	Reimburse Cumberland County for self-funded claims for COVID19 testing.
Brief description of recipient's approach to ensuring that response is reasonable and proportional to a public health or negative economic impact of Covid-19	Review of claims data from BCBS.

Project Name: Medical Expense

Project Identification Number	AR106
Project Expenditure Category	1-Public Health
Project Expenditure Subcategory	1.6-Medical Expenses (including Alternative Care Facilities)
Status To Completion	Completed
Adopted Budget	\$961,914.00
Program Income Earned	\$0.00
Program Income Expended	\$0.00
Total Cumulative Obligations	\$961,914.00
Total Cumulative Expenditures	\$961,914.00
Current Period Obligations	\$0.00
Current Period Expenditures	\$0.00
Project Description	Cumberland County's self-funded claims costs for COVID19 treatment
Does this project include a capital expenditure?	No
What Impacted and/or Disproportionally Impacted population does this project primarily serve?	1 Imp General Public
Brief description of structure and objectives of assistance program(s), including public health or negative economic impact experienced	Cumberland County's self-funded claims costs for COVID19 treatment
Brief description of recipient's approach to ensuring that response is reasonable and proportional to a public health or negative economic impact of Covid-19	Review of claims data from BCBS.
Does the project prioritize local hires?	Yes
Does the project have a Community Benefit Agreement, with a description of any such agreement?	No

Project Name: Public Sector Staff Workforce: Rehiring Public Sector Staff

Project Identification Number	AR302
Project Expenditure Category	3-Public Health-Negative Economic Impact: Public Sector Capacity
Project Expenditure Subcategory	3.2-Public Sector Workforce: Rehiring Public Sector Staff
Status To Completion	Completed 50% or more
Adopted Budget	\$11,435,245.00

Program Income Earned	\$0.00
Program Income Expended	\$0.00
Total Cumulative Obligations	\$11,435,245.00
Total Cumulative Expenditures	\$11,149,692.91
Current Period Obligations	\$285,552.09
Current Period Expenditures	\$0.00
Project Description	Salary and benefit cost to restore employment to pre-pandemic levels.
Does this project include a capital expenditure?	No
Brief description of structure and objectives of assistance program(s), including public health or negative economic impact experienced	Salary and benefit cost to restore employment level to pre-pandemic level.
Brief description of recipient's approach to ensuring that response is reasonable and proportional to a public health or negative economic impact of Covid-19	Calculations followed per final rule.
Number of FTEs rehired by governments under this authority	100

Project Name: COVID Small Business Assistance

Project Identification Number	AR108
Project Expenditure Category	1-Public Health
Project Expenditure Subcategory	1.8-COVID-19 Assistance to Small Businesses
Status To Completion	Completed less than 50%
Adopted Budget	\$2,655,886.00
Program Income Earned	\$0.00
Program Income Expended	\$0.00
Total Cumulative Obligations	\$1,367,720.36
Total Cumulative Expenditures	\$739,032.35
Current Period Obligations	\$886,110.60
Current Period Expenditures	\$257,422.59
Project Description	Cumberland County has issued a request for applications, focused on for-profit small businesses located within the County. Eligible small businesses have an opportunity to receive a one-time amount up to \$50,000 to aid in COVID-19 recovery efforts. Higher priority is being given to eligible small businesses who employ one or more individuals of low to moderate income and/or whose business is located within a qualified census tract.
Does this project include a capital expenditure?	No
What Impacted and/or Disproportionally Impacted population does this project primarily serve?	1 Imp General Public
Secondary Impacted and/or Disproportionately Impacted populations	2 Imp Low or moderate income HHs or populations
	Cumberland County issued requests for applications, focused on for-profit small businesses located within the

Brief description of structure and objectives of assistance program(s), including public health or negative economic impact experienced	County. Eligible small businesses had the opportunity to receive a one-time amount up to \$50,000 to aid in COVID-19 recovery efforts. Higher priority is being given to eligible small businesses who employ one or more individuals of low to moderate income.
Brief description of recipient's approach to ensuring that response is reasonable and proportional to a public health or negative economic impact of Covid-19	Applicants certified they had lost revenue. Application process addresses the hiring or keeping low to moderate income workers and reimbursement to cover that cost.
Number of small businesses served (by program if recipient establishes multiple separate small businesses assistance programs)	59

Project Name: Provision of Government Services

Project Identification Number	AR610
Project Expenditure Category	6-Revenue Replacement
Project Expenditure Subcategory	6.1-Provision of Government Services
Status To Completion	Completed
Adopted Budget	\$10,000,000.00
Program Income Earned	\$0.00
Program Income Expended	\$0.00
Total Cumulative Obligations	\$10,000,000.00
Total Cumulative Expenditures	\$10,000,000.00
Current Period Obligations	\$0.00
Current Period Expenditures	\$0.00
Project Description	The funds were utilized to cover staffing/payroll costs of the Sheriff's Office and Detention Center. The funds will cover salaries and corresponding fringe benefit expenses for those employees beginning in April 2022 until available funds are exhausted. Covered salaries are based on Cumberland County's current pay schedule and the fringe benefits are based on the Board of Commissioner adopted benefits ordinance.

Project Name: CCOVID Assistance to Nonprofits

Project Identification Number	AR109
Project Expenditure Category	1-Public Health
Project Expenditure Subcategory	1.9-COVID-19 Assistance to Non-Profits
Status To Completion	Cancelled
Adopted Budget	\$0.00
Program Income Earned	\$0.00
Program Income Expended	\$0.00
Total Cumulative Obligations	\$0.00
Total Cumulative Expenditures	\$0.00
Current Period Obligations	\$0.00
Current Period Expenditures	\$0.00

Project Description	Cumberland County has issued a formal request for proposals seeking the assistance of nonprofit entities to recommend ideas on how to best provide county citizens in need with supports/services to aid in COVID-19 recovery efforts. The highest ranked proposals will be considered for a subaward or contractual agreement. A sub-committee was established and is in the process of reviewing responses. It is anticipated that award recommendations will be made during August 2022.
Does this project include a capital expenditure?	No
What Impacted and/or Disproportionally Impacted population does this project primarily serve?	1 Imp General Public
Brief description of structure and objectives of assistance program(s), including public health or negative economic impact experienced	ARP project cancelled.
Brief description of recipient's approach to ensuring that response is reasonable and proportional to a public health or negative economic impact of Covid-19	ARP project cancelled.
Number of Non-Profits served (by program if recipient establishes multiple separate non-profit assistance programs)	0

Project Name: Board Meeting Room Update

Project Identification Number	AR104
Project Expenditure Category	1-Public Health
Project Expenditure Subcategory	1.4-Prevention in Congregate Settings (Nursing Homes, Prisons/Jails, Dense Work Sites, Schools, Child care facilities, etc.)
Status To Completion	Not Started
Adopted Budget	\$3,000,000.00
Program Income Earned	\$0.00
Program Income Expended	\$0.00
Total Cumulative Obligations	\$0.00
Total Cumulative Expenditures	\$0.00
Current Period Obligations	\$0.00
Current Period Expenditures	\$0.00
Project Description	Board of Commissioner meetings are required to be open to the public. Sufficient space is not available in the current congregate meeting room to allow for social distancing between commissioners or in the employee/public seating area. Funds will be utilized to enhance airflow, provide commissioner and employee/public seating sufficient enough to provide for social distancing in a different meeting room that will allow for safety in this congregate setting.
Does this project include a capital expenditure?	Yes
What is the Total expected capital expenditure, including pre-development costs, if applicable	\$3,000,000.00
Type of capital expenditures, based on the following enumerated uses	Improvements to existing facilities

Project Name: Rental Assistance

Project Identification Number	AR202
Project Expenditure Category	2-Negative Economic Impacts
Project Expenditure Subcategory	2.2-Household Assistance: Rent, Mortgage, and Utility Aid
Status To Completion	Completed less than 50%
Adopted Budget	\$500,000.00
Program Income Earned	\$0.00
Program Income Expended	\$0.00
Total Cumulative Obligations	\$500,000.00
Total Cumulative Expenditures	\$500,000.00
Current Period Obligations	\$0.00
Current Period Expenditures	\$0.00
Project Description	Cumberland County plans to issue a request for applications tailored to those who had an existing rental lease and utilities, who were negatively affected by the pandemic, and who have been thus rendered unable to maintain their current rental lease and utility payments. Eligibility will be limited to providing rental and utility assistance to those who reside in a QCT, and/or those who qualify as low to moderate income households, without duplicating similar assistance that has already been provided to these households.
Does this project include a capital expenditure?	No
Please identify the dollar amount of the total project spending that is allocated towards evidence-based interventions	\$0.00
Is a program evaluation of the project being conducted?	No
What Impacted and/or Disproportionally Impacted population does this project primarily serve?	2 Imp Low or moderate income HHs or populations
Is a program evaluation of the project being conducted?	No
Brief description of structure and objectives of assistance program(s), including public health or negative economic impact experienced	Rental assistance to landlords and tenants who have defaulted in payment of rent in Cumberland County.
Brief description of recipient's approach to ensuring that response is reasonable and proportional to a public health or negative economic impact of Covid-19	Rental assistance was provided to individuals who faced financial hardship due to COVID19.
Number of households served (by program if recipient establishes multiple separate household assistance programs)	110

Project Name: First Time Home Buyers Program

Project Identification Number	AR218
Project Expenditure Category	2-Negative Economic Impacts
Project Expenditure Subcategory	2.18-Housing Support: Other Housing Assistance
Status To Completion	Cancelled

Adopted Budget	\$0.00
Program Income Earned	\$0.00
Program Income Expended	\$0.00
Total Cumulative Obligations	\$0.00
Total Cumulative Expenditures	\$0.00
Current Period Obligations	
Current Period Expenditures	
Project Description	Cumberland County plans to issue a request for applications, with a focus on first-time home buyers of low to moderate income and/or those who have had an adverse economic impact as a result of COVID-19, and/or residents of a Qualified Census Tract (QCT). Eligible applicants may receive financial assistance in the household per person amounts that do not exceed the payment totals provided by the federal government within the COVID-19 Stimulus & Relief packages.
Does this project include a capital expenditure?	No
Please identify the dollar amount of the total project spending that is allocated towards evidence-based interventions	\$0.00
Is a program evaluation of the project being conducted?	No
What Impacted and/or Disproportionally Impacted population does this project primarily serve?	1 Imp General Public
Is a program evaluation of the project being conducted?	No
Brief description of structure and objectives of assistance program(s), including public health or negative economic impact experienced	ARP project cancelled.
Brief description of recipient's approach to ensuring that response is reasonable and proportional to a public health or negative economic impact of Covid-19	ARP project cancelled.

Project Name: Shaw Heights Affordable Housing

Project Identification Number	AR215
Project Expenditure Category	2-Negative Economic Impacts
Project Expenditure Subcategory	2.15-Long-Term Housing Security: Affordable Housing
Status To Completion	Not Started
Adopted Budget	\$12,700,000.00
Program Income Earned	\$0.00
Program Income Expended	\$0.00
Total Cumulative Obligations	\$0.00
Total Cumulative Expenditures	\$0.00
Current Period Obligations	\$0.00
Current Period Expenditures	\$0.00
	Cumberland County is in the planning phase of construction of affordable housing to be located within the Shaw Heights

Project Description	community, which is located within a Qualified Census Tract (QCT). This project is being explored in conjunction with the installation of a sanitary sewer system described in the Shaw Heights Sanitary Sewer System ARPA Project (AR505). The number of housing units is to be determined. The affordable housing units will provide for permanent housing options for those citizens who are within the low to moderate income range. Housing units are also planned for the County's Robins Meadow Housing project.
Does this project include a capital expenditure?	Yes
What is the Total expected capital expenditure, including pre-development costs, if applicable	\$10,000,000.00
Type of capital expenditures, based on the following enumerated uses	Affordable housing, supportive housing, or recovery housing
Capital Expenditure Justification	Due to lack of affordable housing in the community, the project will develop additional housing units to support the needs of low to moderate income households.
Does the project prioritize local hires?	Yes
Does the project have a Community Benefit Agreement, with a description of any such agreement?	No

Project Name: Homeless Shelter Property

Project Identification Number	AR216
Project Expenditure Category	2-Negative Economic Impacts
Project Expenditure Subcategory	2.16-Long-Term Housing Security: Services for Unhoused persons
Status To Completion	Cancelled
Adopted Budget	\$0.00
Program Income Earned	\$0.00
Program Income Expended	\$0.00
Total Cumulative Obligations	\$0.00
Total Cumulative Expenditures	\$0.00
Current Period Obligations	
Current Period Expenditures	
Project Description	Cumberland County is in the process of exploring potential property/building locations for a homeless shelter to be located within a qualified census tract. A previously issued needs assessment survey indicated the County is lacking in available temporary housing solutions and beds available for the homeless population. Although this item is budgeted utilizing a portion of ARPA funds currently, it is expected that this will be removed from consideration as we now understand with the Final Rule this type of project is not allowed.
Does this project include a capital expenditure?	No
What is the Total expected capital expenditure, including pre-development costs, if applicable	\$250,000.00
Type of capital expenditures, based on the following	

enumerated uses	Improvements to existing facilities
Please identify the dollar amount of the total project spending that is allocated towards evidence-based interventions	\$0.00
Is a program evaluation of the project being conducted?	No
What Impacted and/or Disproportionally Impacted population does this project primarily serve?	1 Imp General Public
Is a program evaluation of the project being conducted?	No
Brief description of structure and objectives of assistance program(s), including public health or negative economic impact experienced	0
Brief description of recipient's approach to ensuring that response is reasonable and proportional to a public health or negative economic impact of Covid-19	0

Project Name: Broadband Expansion

Project Identification Number	AR521
Project Expenditure Category	5-Infrastructure
Project Expenditure Subcategory	5.21-Broadband: Other projects
Status To Completion	Not Started
Adopted Budget	\$283,987.00
Program Income Earned	\$0.00
Program Income Expended	\$0.00
Total Cumulative Obligations	\$0.00
Total Cumulative Expenditures	\$0.00
Current Period Obligations	\$0.00
Current Period Expenditures	\$0.00
Project Description	Cumberland County has partnered with an internet service provider (Connect Holding II LLC) to expand fiber optic internet access into the more remote areas of the County. ARPA funds will provide for a portion of the project cost with the remaining required funds coming from the State of North Carolina and the internet service provider. A state grant has been awarded and the combined funds will provide access to approximately 758 locations.
Projected/actual construction start date	6/30/2023
Projected/actual initiation of operations date	6/30/2024

Project Name: Shaw Heights Sanitary Sewer System Project

Project Identification Number	AR505
Project Expenditure Category	5-Infrastructure
Project Expenditure Subcategory	5.5-Clean Water: Other sewer infrastructure
Status To Completion	Not Started
Adopted Budget	\$9,300,000.00

Program Income Earned	\$0.00
Program Income Expended	\$0.00
Total Cumulative Obligations	\$0.00
Total Cumulative Expenditures	\$0.00
Current Period Obligations	\$0.00
Current Period Expenditures	\$0.00
Project Description	Cumberland County is in the process of exploring the addition of a sanitary sewer system located within the Shaw Heights community, which is located within a Qualified Census Tract (QCT). Failing septic systems has been an issue within this community and in order for the Shaw Heights Affordable Housing ARPA Project (AR215) to be the most successful, the installation and construction of new pipes, pump stations, and force mains for sewer systems is required.

Project Name: Grays Creek Water Project

Project Identification Number	AR515
Project Expenditure Category	5-Infrastructure
Project Expenditure Subcategory	5.15-Drinking water: Other water infrastructure
Status To Completion	Not Started
Adopted Budget	\$10,000,000.00
Program Income Earned	\$0.00
Program Income Expended	\$0.00
Total Cumulative Obligations	\$0.00
Total Cumulative Expenditures	\$0.00
Current Period Obligations	\$0.00
Current Period Expenditures	\$0.00
Project Description	The Grays Creek area of Cumberland County has been tested and confirmed to have above normal/unsafe limits of contaminants within its ground water and wells that provide water to the schools, residences, and businesses in the area. Construction is planned to create a community water system to address the existing public health problems associated with consuming unsafe drinking water provided by the individual well. ARPA funds will assist in partially funding the initial phases of this water project.

Project Name: Direct Costs to Administer ARPA Funds

Project Identification Number	AR701
Project Expenditure Category	7-Administrative
Project Expenditure Subcategory	7.1-Administrative Expenses
Status To Completion	Completed less than 50%
Adopted Budget	\$2,093,572.00
Program Income Earned	\$0.00

Program Income Expended	\$0.00
Total Cumulative Obligations	\$313,861.18
Total Cumulative Expenditures	\$313,861.18
Current Period Obligations	\$45,011.50
Current Period Expenditures	\$45,011.50
Project Description	Salary and benefit costs of ARPA program manager, ARPA Finance Accountant, supplies and materials, advertising and other operating costs, and transfer to the general fund for interest income earned.

Project Name: NARCAN

Project Identification Number	AR113
Project Expenditure Category	1-Public Health
Project Expenditure Subcategory	1.13-Substance Use Services
Status To Completion	Cancelled
Adopted Budget	\$0.00
Program Income Earned	\$0.00
Program Income Expended	\$0.00
Total Cumulative Obligations	\$0.00
Total Cumulative Expenditures	\$0.00
Current Period Obligations	
Current Period Expenditures	
Project Description	A subrecipient agreement is planned with Cape Fear Valley Health Center who will purchase NARCAN for distribution to the Sheriff's Office, Fire Districts, and other first responders.
Does this project include a capital expenditure?	No
Please identify the dollar amount of the total project spending that is allocated towards evidence-based interventions	\$0.00
Is a program evaluation of the project being conducted?	No
What Impacted and/or Disproportionally Impacted population does this project primarily serve?	1 Imp General Public
Is a program evaluation of the project being conducted?	No
Brief description of structure and objectives of assistance program(s), including public health or negative economic impact experienced	ARP project cancelled.
Brief description of recipient's approach to ensuring that response is reasonable and proportional to a public health or negative economic impact of Covid-19	ARP project cancelled.

Project Name: Trade Job Training Program

Project Identification Number	AR210
Project Expenditure Category	2-Negative Economic Impacts

Project Expenditure Subcategory	2.10-Assistance to Unemployed or Underemployed Workers (e.g. job training, subsidized employment, employment supports or incentives)
Status To Completion	Completed less than 50%
Adopted Budget	\$2,000,000.00
Program Income Earned	\$0.00
Program Income Expended	\$0.00
Total Cumulative Obligations	\$2,000,000.00
Total Cumulative Expenditures	\$38,055.57
Current Period Obligations	\$1,961,944.43
Current Period Expenditures	\$0.00
Project Description	A subrecipient agreement is planned with FTCC. The funds will be used to support the “Hope, Opportunity, Prosperity through Education” or HOPE Program, which seeks to increase the social and economic mobility of participants through accelerated training connected to high-demand employment opportunities in various trades through on-the-job training with local businesses.
Does this project include a capital expenditure?	No
Please identify the dollar amount of the total project spending that is allocated towards evidence-based interventions	\$1,800,072.00
Is a program evaluation of the project being conducted?	Yes
What Impacted and/or Disproportionally Impacted population does this project primarily serve?	2 Imp Low or moderate income HHs or populations
Is a program evaluation of the project being conducted?	Yes
Brief description of structure and objectives of assistance program(s), including public health or negative economic impact experienced	The goal of the H.O.P.E Initiative is to increase social and emotional mobility of disproportionately impacted populations through workforce training programs that lead to high-quality post-secondary credentials or degrees aligned with in-demand employment opportunities that provide living wage employment opportunities. The program will focus primarily on preparing participants for careers in the skilled trades.
Brief description of recipient’s approach to ensuring that response is reasonable and proportional to a public health or negative economic impact of Covid-19	The skilled trades shortage began before the pandemic, but COVID-19 exacerbated the problem. According to the US Bureau of Labor Statistics, nearly 9 million skilled labor jobs were lost during the pandemic and only about half been filled.

Project Name: Community Paramedics Program

Project Identification Number	AR112
Project Expenditure Category	1-Public Health
Project Expenditure Subcategory	1.12-Mental Health Services
Status To Completion	Cancelled
Adopted Budget	\$0.00
Program Income Earned	\$0.00

Program Income Expended	\$0.00
Total Cumulative Obligations	\$0.00
Total Cumulative Expenditures	\$0.00
Current Period Obligations	
Current Period Expenditures	
Project Description	A subrecipient agreement is planned with Cape Fear Valley Health center who will provide a Community Paramedic Community Response Program. Cumberland County EMS Community Paramedics are uniquely suited to respond in the 911 environment to crisis mental health and substance abuse/overdose calls within the geopolitical boundaries of Cumberland County. The team will work alongside Licensed Clinical Social Workers (LCSW) that are healthcare practitioners trained in mental health, substance abuse counseling, and patient management.
Does this project include a capital expenditure?	No
Please identify the dollar amount of the total project spending that is allocated towards evidence-based interventions	\$0.00
Is a program evaluation of the project being conducted?	No
What Impacted and/or Disproportionally Impacted population does this project primarily serve?	1 Imp General Public
Is a program evaluation of the project being conducted?	No
Brief description of structure and objectives of assistance program(s), including public health or negative economic impact experienced	Project cancelled.
Brief description of recipient's approach to ensuring that response is reasonable and proportional to a public health or negative economic impact of Covid-19	Project cancelled.

Project Name: FSU Assistance to Small Businesses

Project Identification Number	AR230
Project Expenditure Category	2-Negative Economic Impacts
Project Expenditure Subcategory	2.30-Technical Assistance, Counseling, or Business Planning
Status To Completion	Cancelled
Adopted Budget	\$0.00
Program Income Earned	\$0.00
Program Income Expended	\$0.00
Total Cumulative Obligations	\$0.00
Total Cumulative Expenditures	\$0.00
Current Period Obligations	
Current Period Expenditures	
	A subrecipient agreement is planned with Fayetteville State University (FSU). The funds will be used to support the Innovation and Entrepreneurship Hub, which seeks to

Project Description	increase access to technical assistance, counseling services to help local business meet their business planning needs. The hub will provide advisory services, education, entrepreneurial summits, and expositions to local businesses.
Does this project include a capital expenditure?	No
Please identify the dollar amount of the total project spending that is allocated towards evidence-based interventions	\$0.00
Is a program evaluation of the project being conducted?	No
What Impacted and/or Disproportionally Impacted population does this project primarily serve?	1 Imp General Public
Is a program evaluation of the project being conducted?	No
Brief description of structure and objectives of assistance program(s), including public health or negative economic impact experienced	ARP project cancelled.
Brief description of recipient's approach to ensuring that response is reasonable and proportional to a public health or negative economic impact of Covid-19	ARP project cancelled.
Number of small businesses served (by program if recipient establishes multiple separate small businesses assistance programs)	0

Subrecipients

Subrecipient Name: Fayetteville Technical Community College

TIN	
Unique Entity Identifier	hu25muvye8m4
POC Email Address	
Address Line 1	PO BOX 35236
Address Line 2	
Address Line 3	
City	Fayetteville
State	NC
Zip	28303
Zip+4	
Entity Type	Subrecipient
Is the Recipient Registered in SAM.Gov?	Yes

Subrecipient Name: County of Cumberland

TIN	566000291
Unique Entity Identifier	vausc2zzkj78
POC Email Address	
Address Line 1	117 Dick Street
Address Line 2	
Address Line 3	
City	Fayetteville
State	NC
Zip	28302
Zip+4	
Entity Type	Subrecipient
Is the Recipient Registered in SAM.Gov?	Yes

Subawards

Subward No: AR101

Subaward Type	Direct Payment
Subaward Obligation	\$72,086.00
Subaward Date	3/3/2021
Place of Performance Address 1	117 Dick Street
Place of Performance Address 2	
Place of Performance Address 3	
Place of Performance City	FAYETTEVILLE
Place of Performance State	NC
Place of Performance Zip	28306
Place of Performance Zip+4	
Description	Reimbursement to Cumberland County for self funded claims for vaccinations.
Subrecipient	County of Cumberland
Period of Performance Start	3/3/2021
Period of Performance End	11/5/2022

Subward No: AR102

Subaward Type	Direct Payment
Subaward Obligation	\$166,000.00
Subaward Date	3/1/2022
Place of Performance Address 1	117 Dick Street
Place of Performance Address 2	
Place of Performance Address 3	
Place of Performance City	Fayetteville
Place of Performance State	NC
Place of Performance Zip	28302
Place of Performance Zip+4	
Description	Cumberland County's self-funded claims costs for COVID19 testing
Subrecipient	County of Cumberland
Period of Performance Start	11/5/2022
Period of Performance End	11/5/2022

Subward No: AR106

Subaward Type	Direct Payment
Subaward Obligation	\$961,914.00

Subaward Date	3/3/2021
Place of Performance Address 1	117 Dick Street
Place of Performance Address 2	
Place of Performance Address 3	
Place of Performance City	Fayetteville
Place of Performance State	NC
Place of Performance Zip	28302
Place of Performance Zip+4	
Description	Cumberland County's self-funded claims costs for COVID19 treatment
Subrecipient	County of Cumberland
Period of Performance Start	3/3/2021
Period of Performance End	11/5/2022

Subward No: AR302

Subaward Type	Direct Payment
Subaward Obligation	\$11,435,245.00
Subaward Date	3/3/2021
Place of Performance Address 1	117 Dick St
Place of Performance Address 2	
Place of Performance Address 3	
Place of Performance City	Fayetteville
Place of Performance State	NC
Place of Performance Zip	28301
Place of Performance Zip+4	
Description	Salary and benefit cost to restore employment to pre-pandemic levels.
Subrecipient	County of Cumberland
Period of Performance Start	3/3/2021
Period of Performance End	12/31/2026

Subward No: DIRECT ADMIN

Subaward Type	Direct Payment
Subaward Obligation	\$0.00
Subaward Date	1/24/2022
Place of Performance Address 1	117 Dick Street
Place of Performance Address 2	
Place of Performance Address 3	
Place of Performance City	Fayetteville
Place of Performance State	NC

Place of Performance Zip	28302
Place of Performance Zip+4	
Description	Cumberland County's Direct Admin - Per the final rule, up to 10% of allocated funds can be used for direct admin. This period includes costs for salary and benefit costs of ARPA program manager, supplies and materials, advertising and other operating costs.
Subrecipient	County of Cumberland
Period of Performance Start	1/24/2022
Period of Performance End	12/31/2026

Subward No: AR210

Subaward Type	Contract: Purchase Order
Subaward Obligation	\$2,000,000.00
Subaward Date	2/20/2023
Place of Performance Address 1	PO Box 35236
Place of Performance Address 2	
Place of Performance Address 3	
Place of Performance City	Fayetteville
Place of Performance State	NC
Place of Performance Zip	28303
Place of Performance Zip+4	
Description	The goal of the H.O.P.E. initiative is to increase social and economic mobility of disproportionately impacted populations through workforce training programs that lead to high-quality post-secondary credentials or degrees aligned with in-demand employment opportunities that provide living wage employment opportunities. The program will focus on preparing participants for careers in the skilled trades.
Subrecipient	Fayetteville Technical Community College
Period of Performance Start	2/20/2023
Period of Performance End	3/31/2025

Expenditures

Expenditures for Awards more than \$50,000

Expenditure: EN-00841642

Project Name	COVID19 Vaccinations
Subaward ID	SUB-0545367
Subaward No	AR101
Subaward Amount	\$72,086.00
Subaward Type	Direct Payment
Subrecipient Name	County of Cumberland
Expenditure Start	3/3/2021
Expenditure End	11/5/2022
Expenditure Amount	\$72,086.00

Expenditure: EN-00847916

Project Name	COVID Testing
Subaward ID	SUB-0548146
Subaward No	AR102
Subaward Amount	\$166,000.00
Subaward Type	Direct Payment
Subrecipient Name	County of Cumberland
Expenditure Start	3/3/2022
Expenditure End	11/5/2022
Expenditure Amount	\$166,000.00

Expenditure: EN-00848397

Project Name	Medical Expense
Subaward ID	SUB-0548299
Subaward No	AR106
Subaward Amount	\$961,914.00
Subaward Type	Direct Payment
Subrecipient Name	County of Cumberland
Expenditure Start	3/3/2021
Expenditure End	11/5/2022
Expenditure Amount	\$961,914.00

Expenditure: EN-01358210

Project Name	Public Sector Staff Workforce: Rehiring Public Sector Staff
Subaward ID	SUB-0664312
Subaward No	AR302
Subaward Amount	\$11,435,245.00
Subaward Type	Direct Payment
Subrecipient Name	County of Cumberland
Expenditure Start	3/3/2021
Expenditure End	12/31/2026
Expenditure Amount	\$11,149,692.91

Expenditure: EN-00434338

Project Name	Direct Costs to Administer ARPA Funds
Subaward ID	SUB-0335972
Subaward No	DIRECT ADMIN
Subaward Amount	\$0.00
Subaward Type	Direct Payment
Subrecipient Name	County of Cumberland
Expenditure Start	1/24/2022
Expenditure End	6/30/2022
Expenditure Amount	\$0.00

Expenditure: EN-01676436

Project Name	Trade Job Training Program
Subaward ID	SUB-0758191
Subaward No	AR210
Subaward Amount	\$2,000,000.00
Subaward Type	Contract: Purchase Order
Subrecipient Name	Fayetteville Technical Community College
Expenditure Start	2/20/2023
Expenditure End	6/30/2023
Expenditure Amount	\$38,055.57

Aggregate Expenditures for Awards less than \$50,000

Expenditure: EN-01248006

Project Name	COVID Small Business Assistance

Subaward Type (Aggregates)	Aggregate of Direct Payments
Total Period Expenditure Amount	\$739,032.35
Total Period Obligation Amount	\$1,367,720.36

Expenditure: EN-00662324

Project Name	COVID Small Business Assistance
Subaward Type (Aggregates)	Aggregate of Contracts Awarded
Total Period Expenditure Amount	\$0.00
Total Period Obligation Amount	\$0.00

Expenditure: EN-01247701

Project Name	Rental Assistance
Subaward Type (Aggregates)	Aggregate of Direct Payments
Total Period Expenditure Amount	\$19,324.52
Total Period Obligation Amount	\$19,324.52

Expenditure: EN-00305141

Project Name	Direct Costs to Administer ARPA Funds
Subaward Type (Aggregates)	Aggregate of Direct Payments
Total Period Expenditure Amount	\$0.00
Total Period Obligation Amount	\$0.00

Expenditure: EN-00435006

Project Name	Direct Costs to Administer ARPA Funds
Subaward Type (Aggregates)	Aggregate of Direct Payments
Total Period Expenditure Amount	\$313,861.18
Total Period Obligation Amount	\$313,861.18

Payments To Individuals

Expenditure: EN-01247708

Project Name	Rental Assistance
Total Period Expenditure Amount	\$480,675.48
Total Period Obligation Amount	\$480,675.48

Report

Revenue Replacement

Is your jurisdiction electing to use the standard allowance of up to \$10 million, not to exceed your total award allocation, for identifying revenue loss?	Yes
Revenue Loss Due to Covid-19 Public Health Emergency	\$10,000,000.00
Were Fiscal Recovery Funds used to make a deposit into a pension fund?	No
Please provide an explanation of how revenue replacement funds were allocated to government services	The funds have been utilized to cover staffing/payroll costs of the Sheriff's Office and Detention Center. The funds covered salaries and corresponding fringe benefit expenses for those employees beginning in April 2022 until available funds are exhausted. Covered salaries are based on Cumberland County's current pay schedule and the fringe benefits are based on the Board of Commissioner adopted benefits ordinance.

Overview

Total Obligations	\$26,816,826.54
Total Expenditures	\$23,940,642.01
Total Adopted Budget	\$65,168,690.00
Total Number of Projects	20
Total Number of Subawards	6
Total Number of Expenditures	12

Certification

Authorized Representative Name	Tye Vaught
Authorized Representative Telephone	(910) 678-7776
Authorized Representative Title	ARP Program Manager
Authorized Representative Email	tyaught@cumberlandcountync.gov
Submission Date	10/24/2023 9:59 AM



RISK MANAGEMENT

MEMORANDUM FOR THE AGENDA OF THE NOVEMBER 9, 2023 AGENDA SESSION

TO: BOARD OF COUNTY COMMISSIONERS

FROM: JULIE A. CRAWFORD, BENEFITS CONSULTANT

DATE: 10/23/2023

SUBJECT: HEALTH INSURANCE UPDATE

Requested by: CLARENCE GRIER, COUNTY MANAGER

Presenter(s): N/A

BACKGROUND

As of July 1, 2019, retirees who are 65 and older became covered by a County funded fully insured plan through AmWINS. All other covered members remained insured by the County's self-funded plan through BCBS. The information provided below and within the graphs has been updated to include the monthly premium amount paid to fund the fully insured plan and the actual monthly claims amounts for all other covered members. Combining these amounts for FY20 and beyond is necessary to ensure a complete picture when comparing the claims results to prior years.

Total health insurance claims plus the fully insured premium amount for FY24 are up 20.84% for the month of September as compared to the same month in FY23. To provide some perspective, below is the three-month average for the past five fiscal years. This average represents the average monthly year-to-date claims for each fiscal year and includes the fully insured premium for fiscal years 21, 22, 23 and 24. Additionally, graphs are provided in the attachment to aid in the analysis.

Year to date claims and premium payment through September	\$6,475,356
Less year to date stop loss credits	(\$115,511)
Net year to date claims and premium payment through September	\$6,359,845

Average monthly claims and fully insured premium (before stop loss) per fiscal year through September:

FY19 \$1,399,015

FY20 \$1,507,260

FY21 \$2,528,174

FY22 \$1,858,541

FY23 \$2,158,452

RECOMMENDATION / PROPOSED ACTION

Information only – no action needed.

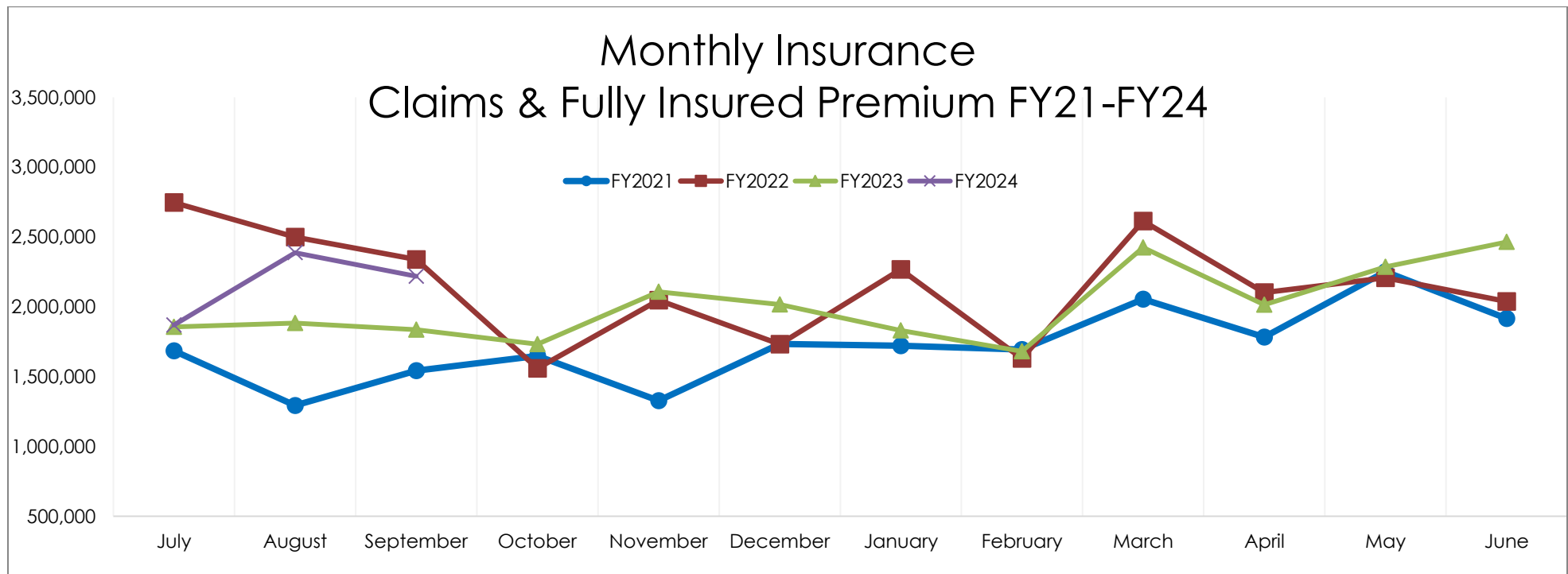
ATTACHMENTS:

Description

Health Insurance Graphs

Type

Backup Material

[illegible]



ENGINEERING AND INFRASTRUCTURE DEPARTMENT

**MEMORANDUM FOR THE AGENDA OF THE NOVEMBER 9, 2023
AGENDA SESSION**

TO: BOARD OF COUNTY COMMISSIONERS

**FROM: JERMAINE WALKER, DIRECTOR OF ENGINEERING AND
INFRASTRUCTURE**

DATE: 11/3/2023

SUBJECT: PROJECT UPDATES

Requested by: BOARD OF COMMISSIONERS

**Presenter(s): JERMAINE WALKER, DIRECTOR OF ENGINEERING AND
INFRASTRUCTURE**

BACKGROUND

Please find attached the monthly project report update for your review.

RECOMMENDATION / PROPOSED ACTION

No action is necessary. This is for information only.

ATTACHMENTS:

Description

Project Updates

Type

Backup Material

MONTHLY PROGRESS REPORT				
Project Location	Contract Amount	Project Status	Contract Start Date	Contract Duration
500 Executive Place - Cumberland County Emergency Services Center	\$16.8M	99% complete. Punch list items are 98% complete. Several long-lead items for video wall have started arriving and the contractor has begun installation. 90% of video wall components have arrived. Awaiting status of final items. Ballistic glass replacement set for November 13th. Awaiting replacement door hardware and modifications to generator exhaust venting.	3/8/2021	360 days
DSS Elevators	\$1M	Project is complete. Correcting several punch list items identified during final inspection: Breaker for lighting circuit and re-check of two-way visual communication in cabs. Re-inspection November 7, 2023.	6/6/2022	180 days
Judge Maurice E. Braswell Courthouse Bathroom Updates	\$200K	Project awarded on September 14, 2023. Pre-construction conference held on October 12, 2023. Contract is undergoing Finance audit and Legal review.	N/A	N/A
Law Enforcement Center Switchgear Replacement	\$350K	Awaiting arrival of equipment. Completed review of shop drawing submittals. Pre-construction conference held on October 12, 2023. Estimated completion is July 15th , 2024.	TBD	180 days
Historic Courthouse Switchgear Replacement	\$350K	Awaiting arrival of equipment. Completed review of shop drawing submittals. Pre-construction conference held on October 12, 2023. Estimated completion is August 19th , 2024.	TBD	180 days
Judge Maurice E. Braswell Courthouse Elevator Upgrade	\$111K	Soliciting for 2nd Quarter FY24 due to previous vendor's lack of Omnia agreement verification.	TBD	180 days
Recovery Shelter Generators	\$3M	Project is in design. Anticipate solicitation for installer for mid-November 2023.	N/A	N/A
Headquarters Library Boiler Replacement	\$150K	Project complete.	3/20/2023	180 days
Corporation Drive Sewer Outfall	\$98.5K	The contractor has cleared and grubbed the easements and installed the Bore under Corporation Drive. Material deliveries, mainly manholes, have delayed further work.	9/18/2023	180 days
		Changes annotated in red		